
Core Document
CD1.11

The National Grid Electricity Transmission Plc (Pitsmoor-Wincobank-
Templeborough 275 kV Cable Replacement Scheme) Compulsory
Purchase Order 2023

The Electricity Act 1989 and The Acquisition of Land Act 1981

Statement of Case of the Acquiring Authority for the making of a
Compulsory Purchase Order for the acquisition of land and new rights to
facilitate the Pitsmoor-Wincobank-Templeborough 275kV Cable
Replacement Scheme

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The Electricity Act 1989 and The Acquisition of Land Act 1981

The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order 2023

Statement of Case of the Acquiring Authority for making of the Order

1. INTRODUCTION

- 1.1 National Grid Electricity Transmission PLC (company registration number 02366977) (**NGET**) made The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275kV Cable Replacement Scheme) Compulsory Purchase Order 2023 (**Order**) on 23 November 2023 pursuant to Section 10 and Schedule 3 of the Electricity Act 1989 (**1989 Act**) and the Acquisition of Land Act 1981 (**1981 Act**)¹.
- 1.2 This Statement of Case (**Statement**) is based upon the Statement of Reasons which was a non-statutory statement provided in compliance with Section 12 of the Guidance on Compulsory Purchase Process and the Crichel Down Rules (2019) (**Guidance**). Paragraph 36 of the CPO Guidance confirms that it is possible to use the Statement of Reasons as a basis for this Statement of Case. This Statement has been prepared in accordance with the Compulsory Purchase (Inquiries Procedure) Rules 2007 due to the fact that an inquiry (**the Inquiry**) is proposed to be held into the Order.
- 1.3 NGET owns and operates existing electricity cables connecting three NGET substations. The existing electricity cables (including communication/monitoring cables) run from the substation at Pitsmoor via a NGET substation at Wincobank and to a substation at Templeborough.
- 1.4 The existing oil-filled cables were first installed in the 1960s and are now quickly approaching the end of their operational life. They need to be replaced to ensure the stability and reliability of the electricity transmission network in the local area and beyond (**Project**).
- 1.5 The Project is driven by the asset health of the existing three oil filled cable circuits which were commissioned in 1968 and are now past the end of their planned operational life. In some locations they are in close proximity to watercourses, posing a significant environmental hazard in the event of a leak. Cables installed on the cable bridges over the River and Canal are prone to oil leaks having required several repairs in the past. Recent inspections of these circuits have identified further damage to the sections of the cable sheath and they continue to be at risk of leaks.
- 1.6 In addition, sections of all three cable circuits are located within a railway embankment, just off Tyler Street (as shown in the image below). This embankment is known to be affected by erosion and is unstable with significant risk of the circuits faulting due to the existing ground conditions and possible ground subsidence issues. Therefore, NGET's cable is at risk of subsidence. Along this embankment the neighbouring DNO cable troughs operated by Northern Power Grid have already collapsed and have been decommissioned.

¹ On 1 April 2019, the Electricity System Operator became a legally separate company within the NGET Group. NGET remains the transmission owner and operator and is responsible for the delivery of Project.



1.7 The Project comprises the replacement of two oil-filled cable circuits and the decommissioning of a third. These assets form part of what is currently referred to as the Sheffield 275kV ring:

1.7.1 Existing Templeborough – Wincobank (TEMP-WIBA B366) 3.5km in length;

1.7.2 Existing Pitsmoor – Templeborough (PITS-TEMP B367) 6.5km

1.7.3 Existing Pitsmoor – Wincobank (PITS-WIBA B368) 2.8km

They will be replaced with two new cross-linked polyethylene (XLPE) cable circuits:

1.7.4 New Templeborough – Wincobank (TEMP-WIBA B366) 3.0km

1.7.5 New Pitsmoor – Wincobank (PITS-WIBA B368) 3.1km.

Collectively, the main elements of the Project, which are detailed further below, include:

1.7.6 installation of new cable circuits;

1.7.7 trenchless solution crossing of the tram line in the vicinity of Blackburn Meadow Way, the River Don and railway line and the junction of Blackburn Meadow Way and Sheffield Road

1.7.8 decommissioning of existing cable circuits with installation of maintenance pits where required;

1.7.9 cable bridge removals;

1.7.10 substation cable entries and connections;

1.7.11 Templeborough substation reconfiguration;

1.7.12 removal of tower ZTP001 and downloads; and

1.7.13 protection and control modifications to the current circuit systems while works are carried out.

- 1.8 This project is carried out in collaboration with the NGET System Security and Quality Supply Standard (**SQSS**) and in turn delivers quantified whole life cost benefit to consumers and all stakeholders. A description of the Project is set out at Section 2 of this Statement.
- 1.9 This Statement sets out NGET's justification for promoting the Order and explains why, in NGET's opinion, there is a compelling case in the public interest for compulsory purchase powers to be confirmed. This Statement also addresses the objections which have been made to the Order.
- 1.10 If confirmed by the Secretary of State for Energy Security and Net Zero (**Secretary of State**) (or if applicable under powers delegated by the Secretary of State to NGET), the Order will enable NGET to acquire compulsorily the land (**Order Land**) and rights included in the Order (**Order Rights**) which are required in order to construct and operate the Project.
- 1.11 NGET's approach to the Order is to seek the Order Land and Order Rights only for those parts of the Project that are in land which is not within or beneath the public highway. NGET will rely on its existing statutory street works powers pursuant to the Electricity Act 1989, Schedule 4, and the New Roads and Street Works Act 1991 (**NRSA**) for those parts within or beneath the highway. This has the advantage of reducing the number of interests that are included in the Order. It also supports delivery against the urgent need for the Project with elements of the Project able to proceed on land outside the Order in advance of CPO powers being confirmed for the land within the Order.
- 1.12 Notices publicising the making of the Order appeared in the Sheffield Telegraph and the Rotherham Advertiser on Thursday 30 November 2023 and Thursday 7 December 2023. Notices were also erected on the Order Land and land to be subject to the Order Rights notifying the making of the Order. The period for submission of any objections to the Order expired on 5 January 2024. By that date, 9 objections had been made to the Secretary of State.
- 1.13 On 7 March 2024, the Secretary of State gave notice to the Acquiring Authority that the Inquiry would be held in respect of the Order. Under Rule 7 of the Compulsory Purchase (Inquiries Procedure) Rules 2007, the Acquiring Authority is required to send the Secretary of State and all remaining objectors its Statement of Case. This document is the Acquiring Authority's Statement of Case.

2. THE PROJECT

2.1 Location of the Project

- 2.1.1 The Project is based entirely within the administrative boundaries of Sheffield City Council and Rotherham Metropolitan Borough Council (**Councils**) and extends from NGET's existing substation at Pitsmoor to the West via a substation at Wincobank and to a substation at Templeborough in the East. A description of the existing and proposed cable routes is provided below:

Existing Cable Route – to be decommissioned

- 2.1.2 From Pitsmoor substation, both the Pitsmoor-Templeborough and Pitsmoor-Wincobank circuits are routed separately until they meet at the Holywell Road/Skelwith Road junction. They then separate again at the junction of Holywell Road/Limpsfield Road and meet again at the Tipton Street/Tyler Street junction before entering the railway embankment adjacent to Tyler Street and on to Wincobank Substation. The cable circuits are mainly direct-buried and run parallel with each other but in separate route formations. This means that the cables are installed directly into the backfill with no duct where the formation is the actual arrangement of the cable, for example, flat or Trefoil.
- 2.1.3 The circuits run along the railway embankment, within above-surface concrete troughing, adjacent to one another. The Pitsmoor-Wincobank circuit then splits from

the Pitsmoor-Templeborough circuit and heads down the embankment, under the railway and terminates in Wincobank Substation.

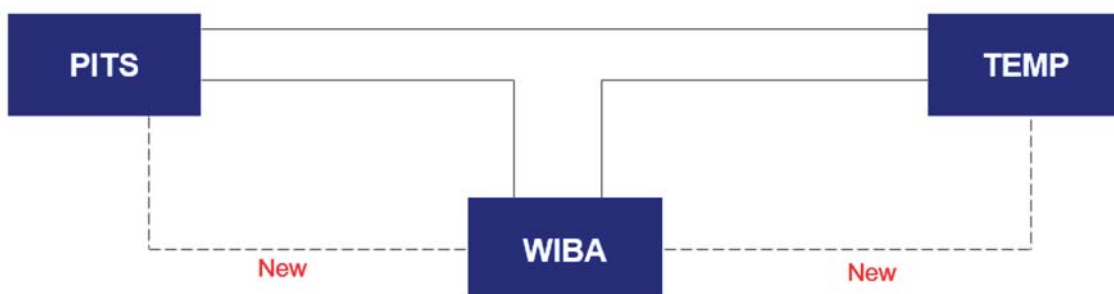
2.1.4 The Templeborough-Wincobank circuit follows the same route from Wincobank Substation under the railway and back up the embankment to the South on the other side of the railway. It then turns East to follow the same route as the Pitsmoor-Templeborough circuit. The cables then continue adjacent to each other in separate route formations onto a cable bridge that crosses over the River Don, following the footpath and then crossing the Tinsley Canal via a second cable bridge. From here they follow the route beneath Sheffield Road to join Ferrars Road. The cable circuits then run on separate sides of the road until they turn down a footpath opposite Highgate, crossing Chapel Flat Dike and through woodlands towards Templeborough Substation where they terminate at an overhead tower.

2.1.5 An element of the Order includes part of this land where new rights are required for temporary decommissioning works and then permanent rights for monitoring the decommissioned cables.

Proposed Cable Route

2.1.6 The Project scope is principally to replace two of the three existing circuits. These are from Pitsmoor to Wincobank, and Wincobank to Templeborough with Pitsmoor to Templeborough being decommissioned. The route is predominantly laid in highways, from Pitsmoor Substation, past Wincobank Substation up to where the circuit enters land near the Meadowhall Shopping Centre and the area in the vicinity of the Tinsley Viaduct. The circuit then heads South towards Blackburn Meadows Way, turns East running parallel with the road, until it reaches the River Don. It is proposed for the circuit to be routed under the river, joining back up with Blackburn Meadows Way before heading towards Sheffield Road. Once on Sheffield Road it will head south along Ferrars Road before turning East, beneath the Public Right of Way (Boston Path 23) to then turn South into the grounds of the Steelworks. From there the circuit will follow the conveyor area (a 15m wide corridor) to Templeborough Substation.

2.1.7 At the point where the circuit is located near to the Meadowhall Shopping Centre, NGET has retained some options of the route in order to provide flexibility for detailed design. NGET would only implement one of those options. As a result, NGET would either seek to implement new cable rights in this area over plot 5-23 or plots 5-24 to 5-34 and 5-36 and not both areas. Decommissioning rights would, however, be sought instead in relation to plots 5-24 to 5-34 and 5-36 in relation to the existing cables in those plots if the route option through plot 5-23 was chosen for the replacement new cable route. Construction and Operational access rights would also be required in relation to plots 5-25 and 5-26. Plots 5-24 to 5-26, 5-34 and 5-36 are in the ownership of three objectors to the Order: SYMCA (5-24), E.ON (5-25) and National Highways (5-26, 5-34 and 5-36).



2.2 Description of the Project

- 2.2.1 NGET is proposing to replace the following cables:
- (a) Existing Templeborough – Wincobank (TEMP-WIBA B366) 3.5km
 - (b) Existing Pitsmoor – Templeborough (PITS-TEMP B367) 6.5km - being decommissioned.
 - (c) Existing Pitsmoor – Wincobank (PITS-WIBA B368) 2.8km
- 2.2.2 The works in third party land are currently anticipated to start Mid-2025 with some early construction work due to commence in the adopted highways from Q2 2024 to accommodate the Councils' roadwork embargo periods including around the Meadowhall Shopping Centre at peak retail times.
- 2.2.3 The commissioning of the cables will commence post installation and NGET will test the cables from the substation to ensure they operate correctly prior to final commissioning and connecting to the system. Once the new cables are energised, NGET will begin the process of decommissioning the existing assets. This will involve the removal of cables in specific areas which have potential for safety or environmental issues. Any remaining cables will be purged of insulating oil and then capped with monitoring pits installed for future access in strategic locations to allow for further purging at later dates. Once complete, the ground will be reinstated to match the existing standards.
- 2.2.4 NGET intends to install the new cable circuits using a combination of direct-buried and trenchless solution techniques at key strategic interfaces such as the tram crossing, the river crossing and at the junction of Blackburn Meadows Way and Sheffield Road.
- 2.2.5 The majority of the proposed construction works would be within or beneath the public highway, where no compulsory purchase powers are required. Sections of the cable routes would cross third party land to connect into the existing fixed connection points on the network at existing substations. The construction works will be visible to the public but once the cable circuits have been installed and are operational, the intrusion upon the public and effects on private landowners will be minimal. Future operational maintenance access will be primarily focused on the joint bay locations for inspection and maintenance.
- 2.2.6 The Project will involve works within NGET's three current substations and these are set out in detail below. These works are required to update the existing substations to facilitate the new cables.

2.3 Above Ground Works/Sites

- 2.3.1 NGET is undertaking above ground works at existing operational sites to facilitate the new cables. These works are as follows:
- 2.3.2 Temporary compounds for the construction of the Project are required outside of the Order Land. The contractor will also require a temporary laydown along the construction corridor for installation works and temporary welfare area. Terms have been agreed to lease land for the main works compound at the Brinsworth Steel Works off the A6178 Sheffield Road. Additional temporary work areas are still to be identified and agreed, however, NGET do not anticipate that this will be an impediment to the Project.
- 2.3.3 New Cable Sealing Ends (CSE) will be installed to replace the existing assets at Pitsmoor, Wincobank and Templeborough. These will be connected to existing infrastructure via busbar connections. The installation of earth switches and post insulators will also be carried out at this site.

- (a) The existing tower at Templeborough will be dismantled and the conductor removed during the decommissioning phase.
- (b) The high-level gantry at Templeborough substation will be dismantled and removed from site.
- (c) Oil tanks will be decommissioned and dismantled at Pitsmoor, Wincobank and Templeborough sites and then disposed of.
- (d) Cable jointing will require temporary compounds to be built along the cable route to facilitate jointing activities.
- (e) Link houses will be installed at each joint bay to maintain and monitor the circuit within a 10 metre distance to the joint where it is most accessible.

2.3.4 The trenchless solution technique (set out in more detail at Section 2.5 below) will each require two aboveground sites: a drive site and a receptor site. Each site will be approximately 20 x 20metres in dimension and will require a demarcated working area to lay out and install the trenchless solution ducting prior to being installed as part of the trenchless crossing solution. The final size and configuration will be confirmed once the detail design works are carried out by the main works contractor. The works area will contain all of the equipment required to facilitate these works. A description of the works and the locations are set out in more detail below.

2.4 Trenching Cabling Works

2.4.1 The majority of the new electric cables will be constructed using an open trench installation method known as "cut and cover". This method involves the digging of a trench and the installation of ducts prior to the installation of the bespoke cable drum lengths, once the section of ducting is complete. The trench will be backfilled once the ducts are installed and the ground surface restored. In detail the cut and cover works are as follows:

- (a) **Single Circuits** - (i.e. 3 HV cables 2 fibre/communication cables) - a single trench will be excavated at a depth of approximately 1.2m deep and 0.75m wide (dependant on current services in the area). Containment involves digging the trenches, laying the ducts for the cables and then installing associated materials to stabilise and protect those ducts. The trenches are then backfilled before moving to the next section. The cables are then pulled through the installed ducts.
- (b) **Joint bays** - joint bays are required to join sections of cabling together. Joint bays will be installed in a similar way to the electric cables with the area excavated to a depth of approximately 2m deep and 2m wide. These will be used to pull the new cable through the containment and join the sections together.
- (c) **Link houses** - each joint bay will require a link house to maintain and monitor the circuit within a 10m distance to the joint where it is most accessible. Previous similar link houses have been 850mm high, 350mm wide and 300mm deep, however, exact sizes will be determined once a detailed design is finalised and a supplier has been appointed. The link houses will be installed on a concrete pad above ground.

2.4.2 The routes for the cables and the selection process for those routes are set out in detail below taking into account relevant factors, including engineering, economic and environmental considerations. The route of the cables has been designed, as far as possible, to lie within the public highway. NGET will use its statutory street works powers (contained in Schedule 4 of the 1989 Act and in NRSWA) to carry out and maintain the necessary cabling works in land which lies under the surface of the public highway.

- 2.4.3 The Order therefore excludes those areas where NGET is installing cables beneath or within the highway. This is consistent with the way NGET has exercised its street works powers in relation to its London Power Tunnels 2 project and allows NGET to limit the impact of the Order on private interests.

2.5 Trenchless Crossing Solution

- 2.5.1 At several points on the cabling routes, NGET may consider the use of the trenchless solution technique to construct and install the electric cables underneath major crossings. Trenchless solutions allow the installation of cables without disturbing the ground above ensuring minimal impact on the surface, however, it requires the possession of a larger area of land for construction works on a temporary basis around the drill locations. As the CPO process does not currently provide for the exercise of temporary possession powers (with the powers of temporary possession contained in the Neighbourhood Planning Act 2107 not yet in force), it is necessary to secure rights to occupy which will only be exercised for a temporary period.
- 2.5.2 The trenchless solution will involve crossing under the specific constraint to enable the cables to be installed at these specific locations.
- 2.5.3 Although the exact trenchless solution locations, depths, sections and spacing of cables is still to be finalised by the main works contractor as part of the detailed design works, the main areas are likely to be as follows:
- (a) Double Tram crossing at Blackburn Meadows Way;
 - (b) River Don crossing and Network Rail crossing; and
 - (c) The junction of Blackburn Meadows Way and Sheffield Road.
- 2.5.4 As part of the Project, NGET will decommission and/or remove the existing oil-filled cables which will be made redundant following the new cabling works.

3. NEED

3.1 Introduction

- 3.1.1 NGET owns and maintains the high-voltage electricity transmission network in England and Wales and is required under section 9 of the 1989 Act to develop and maintain an efficient, co-ordinated and economical system of electricity distribution. The network carries electricity from the generators to substations, where the voltage is lowered ready for distribution to homes and businesses. It is NGET's statutory duty to ensure that there is sufficient electricity transmission infrastructure available to support future energy demand in England and Wales.
- 3.1.2 In accordance with Schedule 9 of the 1989 Act, in formulating the proposals for the installation below ground of an electric line, or the execution of any other works for or in connection with the transmission of electricity, NGET must also have regard to the desirability of preserving natural beauty, conserving flora, fauna and geological or physiographical features of special interest and protecting sites, buildings and objects of architectural, historic or archaeological interest.
- 3.1.3 The following sub-paragraphs in this Section set out the framework within which the Project exists, and the need for the Project.

3.2 Need

- 3.2.1 This Project is driven by the asset health of the existing three oil filled cable circuits which were commissioned in 1968. In some locations they are in close proximity to watercourses, posing a significant environmental hazard. Cables installed on the cable

bridges over the River and Canal are prone to oil leaks having required several repairs in the past. Recent inspections of these circuits have identified further degradation to the sections of the cable sheath and continue to be at risk of leaks. In general, the cables currently in use require regular maintenance in order to remain in service. As the cables further degrade, it will become impossible to repair them meaning that the only course of action is to replace them.

- 3.2.2 In addition, sections of all three cable circuits are located within a railway embankment, just off Tyler Street, which is known to be affected by erosion and is unstable with significant risk of subsidence. Therefore, NGET's cable is at risk of subsidence. Along this embankment the neighbouring DNO cable troughs operated by Northern Powergrid have already collapsed and have been decommissioned.
- 3.2.3 As a result of the present state of the land where the cables are currently installed, there is a risk that supply could be adversely affected, reduced or even lost along the route unless the Project is allowed to go ahead. The new cable route will be installed primarily along Meadowhall Road to avoid the known area of subsidence in the vicinity of the railway embankment. This new route will mitigate further any future loss of supply associated with the cables that are currently installed in this area and increase the resilience of the circuits for future use once the new cable circuits are installed, commissioned and fully operational.
- 3.2.4 If the cables were to remain in place beyond the Ofgem recommended decommissioning date (March 2026), there is a high risk of the cables faulting, leaking into nearby watercourses, being damaged by land subsidence (and thereby cutting supply to neighbouring customers) and generally posing a significant environmental hazard to the local area. It is therefore crucial that urgent action is taken to decommission and replace the aging cables. This is not only to ensure the continued reliable supply of energy to NGET customers but also to avoid causing harm to the surrounding natural landscape.

3.3 Policy support for the Project

- 3.3.1 The need for the Project is reflected in the strong policy support for the Project set out below:

National Energy Policy

- 3.3.2 The UK Government has set ambitious targets to achieve net zero in their greenhouse gas emissions by 2050 in England and Wales. To meet these targets the UK will need to continue to move away from traditional and polluting forms of energy generation to heat homes, charge vehicles and power businesses, and there will be a greater need for cleaner, greener energy.
- 3.3.3 In November 2020, the UK Government set out its Ten Point Plan for a Green Industrial Revolution (the **Ten Point Plan**). The Ten Point Plan lays the foundations for the UK to meet its legal obligation to deliver Net Zero greenhouse gas emissions by 2050. The Ten Point Plan also fully recognises that in order to connect green energy generation, specifically offshore wind, the UK must undertake a significant transformation and reinforcement of its existing electricity transmission network.
- 3.3.4 The Energy White Paper published in December 2020 (the **White Paper**) sets out how the UK will reach net zero emissions by 2050.
- 3.3.5 The White Paper explains that it is likely that overall demand for electricity will double by 2050 due to the electrification of other sectors such as transport and heating. On page 42, it states that meeting this demand by 2050 would require *“a four-fold increase in clean electricity generation with the decarbonisation of electricity increasingly underpinning the delivery of our net zero target”*.

3.3.6 The White Paper identifies the Government's aim for a fully decarbonised, reliable and low-cost power system by 2050, including 40 GW of wind generation capacity by 2030, which is enough to power every home in the UK. At page 76, the White Paper explains the importance of electricity network infrastructure in enabling the successful delivery of this objective. It states:

"The transformation of our energy system will require growing investment in physical infrastructure, to extend or reinforce the networks of pipes and wires which connect energy assets to the system and maintain essential resilience and reliability."

3.3.7 Building on the BESS (British Energy Security Strategy) and the Net Zero Plan the Government published the following plans last year:

- (a) 'Powering Up Britain' Energy Security Plan (March 2023) (the **Energy Security Plan**); and
- (b) 'Powering Up Britain' The Net Zero Growth Plan (March 2023) (the **Net Zero Growth Plan**).

3.3.8 The Energy Security Plan sets out the steps that the Government is taking to ensure that the UK is "more energy independent, secure and resilient". It builds on the Government's ambitions set out in the BESS and the Net Zero Strategy, setting out an aim to double Britain's electricity generation capacity by the late 2030s so as to move towards energy independence, whilst acknowledging that demand for electricity could itself double by 2050. In this regard, the Energy Security Plan notes that the "right" electricity network infrastructure and network connection is critical for building new energy infrastructure, with "over 250 gigawatts of generation in the transmission connection queue (compared to circa 80 gigawatts that is currently connected)". The following priorities are identified to speed up the delivery of such infrastructure:

- (a) Halving development time for transmission network projects;
- (b) Taking a whole system approach to network planning;
- (c) Enabling an effective legislative and regulatory framework;
- (d) Accelerating electricity network connections; and
- (e) Expanding and optimising electricity interconnection with neighbours.

3.3.9 The Energy Security Plan is complemented by the Net Zero Growth Plan, which notes that energy security and net zero are "two sides of the same coin".

3.3.10 As well as building on the above documents, the Net Zero Growth Plan is part of the Government's response to the recommendations of 'Mission Zero', the report of the Independent Review of Net Zero published in January 2023. This report identifies infrastructure's key role in the delivery of net zero, noting that scale and speed are required, and recognising the need for the electricity network to keep pace with the Government's renewable energy ambition. The Net Zero Growth Plan confirms that the Government is "partly or fully acting upon 23 recommendations from the Independent Review of Net Zero report's 25 recommendations for 2025".

Energy NPS

3.3.11 The UK Government recognises the importance and urgency of new energy developments and has published a series of National Policy Statements (NPS) which set out national policy for nationally significant energy infrastructure recognising that providing affordable, reliable and sustainable energy is a key issue in UK Government policy. Although applying strictly to those projects falling within the definition of Nationally Significant Infrastructure Projects (NSIPs), the NPSs may also be a material

consideration for projects progressed under the Town and Country Planning Act 1990 (as amended). The Project is for a scheme promoted using planning powers under the 1990 Act albeit using permitted development powers (see paragraph 7.1 below).

- 3.3.12 As such the NPS for Energy (NPS EN-1) is considered to be a material consideration and demonstrates national policy support for the Project:

NPS EN-1

- 3.3.13 The overarching NPS for Energy (NPS EN-1) (updated 17 January 2024) sets out the Government's policy for delivery of major energy infrastructure. Paragraph 2.1.3 recognises that:

“To produce the energy required for the UK and ensure it can be transported to where it is needed, a significant amount of infrastructure is needed at both local and national scale. High quality infrastructure is crucial for economic growth, boosting productivity and competitiveness.”

- 3.3.14 Paragraph 2.5.1 notes that given the vital role of energy to economic prosperity and social well-being, it is important that our supplies of energy remain secure, reliable and affordable and paragraph 3.3.3 sets out the need for new nationally significant electricity infrastructure, stating that:

“To ensure that there is sufficient electricity to meet demand, new electricity infrastructure will have to be built to replace output from retiring plants and to ensure we can meet increased demand. Our analysis suggests that even with major improvements in overall energy efficiency, and increased flexibility in the energy system, demand for electricity is likely to increase significantly over the coming years and could more than double by 2050 as large parts of transport, heating and industry decarbonise by switching from fossil fuels to low carbon electricity. The Impact Assessment for CB6 shows an illustrative range of 465-515TWh in 2035 and 610-800TWh in 2050.”

- 3.3.15 Paragraph 3.3.67 states that existing transmission infrastructure must adapt and evolve to cope with the reality that in the transition to net zero, the electricity system will grow in scale, dispersion, variety and complexity. This means that work is needed to protect against the risk of large-scale supply interruptions.

- 3.3.16 Paragraph 3.3.78 recognises that the case for network reinforcement is demonstrated if the proposed development represents an efficient and economical means of:

- reinforcing the network to accommodate such connections; or
- reinforcing the network to ensure that it is sufficiently resilient and capacious (per any performance standards set by Ofgem) to reliably supply present and/or anticipated future levels of demand.

NPPF

- 3.3.17 The National Planning Policy Framework (the NPPF) is also material to, and demonstrates national policy support for, the Project. In particular, the NPPF sets out a presumption in favour of sustainable development. In this context it emphasises three overarching objectives:

- (a) An economic objective - to help build a strong, responsive and competitive economy, including by identifying and coordinating the provision of infrastructure;
- (b) A social objective - to support strong, vibrant and healthy communities; and

- (c) An environmental objective - to protect and enhance our natural, built and historic environment, including making effective use of land, improving biodiversity, using natural resources prudently, minimising waste and pollution, and mitigating and adapting to climate change, including moving to a low carbon economy.

3.3.18 For the reasons set out above the Project is sustainable development that meets all of these objectives.

3.3.19 Section 14 of the NPPF ('Meeting the challenge of climate change, flooding and coastal change') (Dec 2023) also sets out a number of core planning principles that should underpin decision making. In particular paragraph 157 reads:

"The planning system should support the transition to a low carbon future in a changing climate, taking full account of flood risk and coastal change. It should help to: shape places in ways that contribute to radical reductions in greenhouse gas emissions, minimise vulnerability and improve resilience; encourage the reuse of existing resources, including the conversion of existing buildings; and support renewable and low carbon energy and associated infrastructure".

Local policy

3.3.20 The majority of the proposal lies within the jurisdiction of Sheffield City Council. A small area to the east falls within Rotherham Metropolitan Borough Council.

3.3.21 Sheffield City Council's current adopted development plan comprises the Sheffield Core Strategy (adopted March 2009) and the 'saved' policies from the Sheffield Unitary Development Plan (1998). Sheffield City Council is in the process of updating their new Local Plan known as the 'Sheffield Plan'.

3.3.22 The Sheffield Core Strategy (2009) sets out an overall vision, objectives and spatial strategy and policies for Sheffield over the period to 2026. The overall vision seeks to be a successful, distinctive City with opportunities for all. This will be achieved through three key principles: prosperity, inclusion and sustainability. The transformation of Sheffield is a key theme throughout the Core Strategy which includes the economy, excellence in public transport, successful neighbourhoods, learning and enterprise and an attractive, sustainable and low carbon city. In order to achieve these high-level ambitions, it is recognised that high quality infrastructure is required especially in order to support Sheffield in its role as a major provider of jobs and regional opportunities including within the Don Valley. One of the objectives is for an efficient use of existing transport and also of water, electricity, gas and telecommunications infrastructure.

3.3.23 Chapter 11 of the Sheffield Core Strategy sets out the approach to the global environment and natural resources. This supports the approach to tackling climate change, protecting resources and ensuring sustainable design of developments. As well as positive action to be taken towards the protection of air quality in the built-up areas and the approach to flood risk management. These policies all provide support for the proposals.

3.3.24 The emerging Sheffield Plan sets out how and where development will take place up to 2039. The Sheffield Plan was submitted to the Government for independent examination on 06 October 2023 under Regulation 22 of the Town and Country Planning (Local Planning) (England) Regulations 2012. A Panel of inspectors have been appointed to undertake the Examination in Public into the soundness and legal compliance of the Sheffield Plan. This is due to take place in May 2024. Whilst no material weight can be afforded to the emerging plan at this stage, there is a clear requirement to ensure that the infrastructure needs are accommodated in order to support existing and new development.

3.3.25 Draft Policy IN1 sets out that necessary infrastructure will be provided to support the delivery of the scale of growth and development in the locations proposed within the

Plan. Infrastructure priorities include utilities “*working collaboratively with statutory providers to ensure that electricity, gas, water, waste water, heat supply and renewable and low carbon energy generation and distribution networks have sufficient provision, capacity, and resilience to manage additional needs arising from planned housing and economic growth. Specific focus will be on ensuring that networks continue to meet demands, whilst also helping to meet the Council’s objectives as part of declaring a climate change emergency and targets for achieving net zero carbon.*”

- 3.3.26 Rotherham Metropolitan Borough Council’s current adopted development plan is the Core Strategy (2014) and the Sites and Policies document (2018).
- 3.3.27 The Core Strategy (2014) confirms that creating sustainable communities is about providing the necessary infrastructure, which includes (amongst others) utility services such as electricity, gas, water and sewerage. There is a recognition that these are provided by a range of organisations however there is no identified funding gap regarding utility provision. Electricity is also defined as ‘essential infrastructure’ for the purposes of development in flood risk areas.
- 3.3.28 The interactive policies map does not identify any allocations within the Order Land on the Sites and Policies document (2018).
- 3.3.29 There are no known made or emerging Neighbourhood Plans.
- 3.3.30 In summary, whilst planning permission is not required, there is clear support in both local plans for ensuring that the infrastructure needs are met including electricity and other utilities.

Other

- 3.3.31** As already noted, under section 9 of the 1989 Act NGET has a general duty to develop and maintain an efficient, co-ordinated and economical system of electricity distribution and transmission.
- 3.3.32 Paragraph 1 of Schedule 9 of the 1989 Act also requires NGET, in formulating any relevant proposals, to “have regard to the desirability of preserving natural beauty, of conserving flora, fauna and geological or physiographical features of special interest and of protecting sites, buildings and objects of architectural, historic or archaeological interest” and to “do what [they] reasonably can to mitigate any effect which the proposals would have on the natural beauty of the countryside or on any such flora, fauna, features, sites, buildings or objects”.
- 3.3.33 The Project has been developed in accordance with these statutory duties.
- 3.3.34 The following NGET policies are also relevant:
 - (a) NGET’s Environmental Sustainability Policy: NGET is committed to operating its business in an environmentally responsible way and ensuring that sustainability shapes its thinking and decision-making; and
 - (b) NGET’s Stakeholder, Community and Amenity Policy: This policy includes 10 commitments linked to NGET’s environmental obligations under the 1989 Act. Of particular relevance to the Project are Commitments 1 (Establishing Need), 3 (seeking to avoid areas which are nationally or internally designated for their landscape, wildlife or cultural significance), 4 (minimising the effects of works and new infrastructure on communities), 5 (mitigating the adverse effects of works through the application of best practice environmental assessment techniques) and 7 (enhancing the environment).
 - (c) NGET’s Land Rights Strategy (LRS): This policy applies to all NGET DCO and CPO projects. The overarching strategy provides for all affected landowners to be

offered Option Agreements to enable National Grid to acquire land, permanent rights over land or to obtain temporary land rights, before a CPO is confirmed. National Grid seeks temporary rights for construction activities, and permanent rights (easements) for the "as-built" assets (including all maintenance rights, access, drainage and landscaping/environmental mitigation that may be required for the project). In parallel with seeking voluntary agreements, NGET seeks compulsory acquisition powers as a fall back, should Option Agreements not be secured voluntarily or should there be any issue with implementation of voluntary agreements (e.g. due to events such as insolvency, death/intestacy, loss of capacity etc). The strategy confirms that NGET's preference will always be to secure land rights on a voluntary basis. Further detail on how the LRS has been applied in this case is provided in section 6 below.

3.4 Summary of the benefits of the Project

3.4.1 The key benefits that will arise from the Project, which are in-line with the aforementioned duties, policies and guidance, are:

- (a) Meeting energy demand and customer connection requirements;
- (b) Providing critical network reinforcement;
- (c) Transitioning to net zero/low carbon economy; and
- (d) Energy security/reliability of supply.

4. ENABLING POWER

- 4.1 NGET is the holder of an electricity transmission licence granted or treated as granted under section 6(1)(b) of the 1989 Act. NGET owns the high voltage electricity transmission network in England and Wales and operates the transmission system across Great Britain.
- 4.2 By section 9(2) of the 1989 Act, the holder of a licence authorising him to participate in the transmission of electricity is charged with the duty *"to develop and maintain an efficient, co-ordinated and economical system of electricity transmission"*.
- 4.3 Section 10 and Schedule 3 of the 1989 Act empower NGET *"to purchase compulsorily any land [including rights in land] required for any purpose connected with the carrying on of the activities which [NGET] is authorised by [its] licence to carry on."*
- 4.4 Paragraph 1(2) of Schedule 3 to the 1989 Act confirms that *"land"* includes any right over land, and that the Secretary of State's power includes power to authorise the acquisition of rights over land by creating new rights, as well as acquiring existing ones. This includes the creation of rights equivalent to an easement and *"restrictive rights"* akin to restrictive covenants.
- 4.5 Given the key benefits that the Project will deliver, as identified in 3.4.1 above, reliance upon the Schedule 3 power is justified and appropriate.
- 4.6 NGET is taking a proportionate approach to compulsory acquisition and, rather than seek to acquire the freehold title to all of the Order Land, is seeking to acquire a combination of freehold title (for the NGET substation) and permanent rights (in relation to the cables) as described in more detail in 5 below.
- 4.7 Schedule 4 of the 1989 Act and NRSWA enable NGET to use street works powers for those parts of the Project in and beneath the *"street"*, hence not all of the cable route is the subject of this Order. Again, the Project has in this respect been designed to minimise interference with private rights.

5. LAND & RIGHTS REQUIRED

5.1 Land Referencing

- 5.1.1 Land referencing for the Project commenced in September 2022 with desktop studies undertaken to establish Land Registry title information together with known information about landowners and occupiers in the area.
- 5.1.2 This was followed in 2023 by comprehensive referencing for the purposes of seeking voluntary rights in land across the Project area, and for the purpose of producing the Maps and Schedule to the Order. This included the issuing of questionnaires to landowners and occupiers to confirm their interest and request further information about the nature of their ownership and occupation.
- 5.1.3 NGET has undertaken contact site visits, site observations and the erection of notices in respect of unregistered land and investigations into the same. Therefore, NGET considers that it has met the test of diligent inquiry.
- 5.1.4 The Order Maps show the Project boundary edged in red. Areas of land which are shown uncoloured in white (but within the area edged in red) are not included within the Order. The Order Maps also show areas of land coloured pink which are subject to freehold acquisition and coloured blue which are subject to the acquisition of new rights. Where land within those areas identified for compulsory purchase of either the freehold or new rights is shaded grey, these areas are excluded from the acquisition of any new interests.

5.2 Acquisition of Land

- 5.2.1 The only land to be acquired freehold (coloured pink on the Order Map) relates to the Templeborough substation (with rights being acquired for the accessway to the substation) in order for NGET to secure certainty over its occupation. The extant lease has expired and NGET is seeking a renewal but in the event that is not successful it will be necessary to acquire the freehold to the substation as the CPO legislation does not provide for the acquisition of a new lease.

5.3 Acquisition of Rights

- 5.3.1 The rights to be purchased compulsorily over the land under this Order are described in Table 1 of the Order Schedule in accordance with the definitions set out in paragraph 5.3.3 below. The land over which the rights are to be purchased compulsorily is shown coloured blue on the Order Map.
- 5.3.2 The land shown edged red with no colour wash and to which no plot number has been assigned is comprised within the Project but does not form part of this Order. These areas are as follows:
- (a) Areas of highway where NGET is proposing to lay cables are not included as plots as NGET has existing rights under NRSWA to install the cables and electricity infrastructure;
 - (b) Land in NGET's ownership or control (which includes land at Pitsmoor, Wincobank and Templeborough substations and land to the southeast of the B6082 Tyler Street, Sheffield) or where NGET has the necessary rights from existing easements and/or licences and no new rights are required; and
 - (c) Land under M1 Motorway Tinsley Viaduct comprising stanchions to support the highway structure
- 5.3.3 The Rights to be acquired are defined in the table below:

Defined Term	Description of Right
Cable Rights	<p>All rights necessary for the purposes of or incidental to the construction, installation, operation and decommissioning of electricity cables and the associated electricity infrastructure including fibre optic and Distributed Temperature Sensor fibre cabling together with any necessary auxiliary apparatus as required (hereinafter referred to as the Electric Cables), including:</p> <p>the right to excavate, construct and install the Electric Cables in, on, under or over the land, including ducting and using trenchless techniques such as horizontal directional drilling;</p> <ol style="list-style-type: none"> 1. the right to decommission and/or remove existing electric cables, associated electricity infrastructure, electrical plant, structures and apparatus from that land; 2. the right to acquire any rights of profit a prendre which conflict with the operation of the cable rights, so as to suspend their operation during the exercise of the Cable Rights, to enable their execution without conflict with rights of profit a prendre but not otherwise; 3. the right to carry out ground strengthening and stabilisation works; 4. the right to excavate, construct and install Monitoring Pits in, on or under the land; 5. the right to access the land for the purposes of or incidental to surveying, constructing, installing, commissioning, operating, inspecting, maintaining, repairing, altering, renewing, replacing, removing or decommissioning the Electric Cables with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel; 6. the right to test and commission the Electric Cables and to remedy initial faults and defects in them at any time prior to the date on which it is energised and ready for commercial operation; 7. the right to retain, commission, operate, inspect, maintain, repair, alter, renew, replace, reinstate, make safe and remove or decommission the Electric Cables; 8. the right to all necessary rights of support for the Electric Cables and to prevent any works on or use of the land which may interfere with or damage or cause injury to the Electric Cables or which interferes with or obstructs access to the Electric Cables; 9. the right with or without vehicles, plant and equipment to carry out mitigation planting, maintaining and monitoring; 10. the right to enter the land and carry out surveys and investigations, including aerial surveys (including the right to fly an unmanned aircraft over the land and to enter and retrieve and recover any such unmanned aircraft from the land); 11. the right to carry out archaeological, environmental and/or ecological mitigation and/or works;

Defined Term	Description of Right
	<p>12. the right with or without vehicles plant and equipment to enter the land to access any adjoining land in connection with NGET's undertaking;</p> <p>13. the right to bring onto the land, position and swing the jib of a crane loaded or unloaded through the airspace above the land for the purposes of constructing, installing and removing machinery and equipment;</p> <p>14. the right to construct, lay down, use and remove temporary access roads and work areas including any necessary temporary bridging, culverting or diversion of water courses and drains;</p> <p>15. the right to facilitate a footpath and/or cycle path diversion;</p> <p>16. the right to erect and remove fencing, gates, hoardings, signage or other infrastructure;</p> <p>17. the right to install, use and remove security apparatus including cameras, audible warning systems any other necessary security apparatus;</p> <p>18. the right to erect and remove temporary lighting, temporary welfare structures and generators;</p> <p>19. the right to install and remove protection measures for third party structures/assets, including scaffolding;</p> <p>20. the right to divert and remove services and utilities;</p> <p>21. the right to install, use and remove artificial lighting;</p> <p>22. the right to carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems and to discharge water into existing drains and watercourses;</p> <p>23. the right with or without vehicles plant and equipment to fell, trim or lop all trees, bushes and vegetation and remove or alter walls, fences or any other structures or erections on the land which obstruct or interfere with the exercise of the rights granted; and</p> <p>24. the right to reinstate the land and to monitor reinstatement works.</p> <p>The Cable Rights may be acquired over such part of the Order Land plots described in Table 1 of the Schedule to the Order as may be necessary PROVIDED THAT the 'rights corridor' within which the Electric Cables shall be installed, retained and operated shall not exceed:</p> <ol style="list-style-type: none"> 1. 20m in width where trenchless installation techniques, such as horizontal directional drilling, are used for a single circuit; 2. 10m in width in all other cases; <p>PROVIDED FURTHER THAT the width restrictions at paragraphs 1 and 2 above shall not apply to the acquisition of any other rights described above, which rights may be acquired over such part of the Order Land plots described in Table 1 of the Schedule to the Order as may be necessary.</p>

Defined Term	Description of Right
Construction and Operational Access Rights	<p>All rights necessary to:</p> <ol style="list-style-type: none"> 1. access the land and adjoining Order land for the purposes of or incidental to the preparation, construction, installation and commissioning of the Electric Cables, decommissioning or removal of existing electric cables and associated electricity infrastructure, electrical plant, structures and apparatus from that land and for the purposes of operating, inspecting, maintaining, repairing, altering, renewing, replacing, removing or decommissioning the Electric Cables, carrying out dewatering and drainage works and installing, altering or reinstating land drainage systems with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel; 2. carry out works to facilitate such access including to construct, lay down, use and remove access roads including any necessary temporary lighting, temporary welfare structures, generators, temporary traffic signage and associated traffic management, temporary bridging, culverting or diversion of watercourses and drains, erecting fencing and gates, carrying out security operations, carrying out earth works, removing structures or apparatus, modifying road verges, junctions and bellmouths and installing, using, altering, diverting, and removing services and utilities; and 3. with or without vehicles plant and equipment to fell, trim or lop all trees, bushes and vegetation and remove or alter walls, fences or any other structures or erections on the land which obstruct or interfere with the exercise of the rights granted. 4. the right with or without vehicles plant and equipment to enter the land to access any adjoining land in connection with NGET's undertaking;
Decommissioning and Access Rights	<p>All rights necessary to:</p> <ol style="list-style-type: none"> 1. access the land and adjoining Order land for the purposes of or incidental to and to undertake the decommissioning or removal of existing electric cables and associated electricity infrastructure including bridges, carrying out cable drainage, de-watering and drainage works; and installing, altering or reinstating land drainage systems all with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel; 2. carry out works to facilitate such access including to construct, lay down, use and remove access roads including any necessary temporary lighting, temporary welfare structures, generators, temporary traffic signage and associated traffic management, temporary bridging, culverting or diversion of watercourses and drains, erecting fencing and gates, carrying out security operations, carrying out earth works, removing

Defined Term	Description of Right
	<p>structures or apparatus, modifying road verges, junctions and bellmouths and installing, using, altering, diverting, and removing services and utilities; and</p> <ol style="list-style-type: none"> 3. with or without vehicles plant and equipment to fell, trim or lop all trees, bushes and vegetation and remove or alter walls, fences or any other structures or erections on the land which obstruct or interfere with the exercise of the rights granted 4. the right to bring onto the land, position and swing the jib of a crane loaded or unloaded through the airspace above the land for the purposes of constructing, installing and removing machinery and equipment; 5. the right with or without vehicles plant and equipment to enter the land to access any adjoining land in connection with NGET's undertaking.
Construction and Compound Rights	<p>All rights necessary for the purposes of or incidental to the construction, installation and commissioning of the Electric Cables and the decommissioning or removal of existing electric cables, associated electricity infrastructure, electrical plant, structures and apparatus including:</p> <ol style="list-style-type: none"> 1. the right to access the land and adjoining Order land for the purposes of constructing, placing and installing the Electric Cables, carrying out de-watering and drainage works and installing, altering or reinstating land drainage systems and commissioning the Electric Cables with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel; 2. the right to carry out works to facilitate such access including to construct, lay down, use and remove access roads including any necessary temporary bridging, culverting or diversion of watercourses and drains, erecting fencing and gates, carrying out security operations, carrying out earth works, removing buildings or structures or apparatus, modifying road verges and junctions and installing, using, altering, diverting, protecting, and removing services and utilities; 3. the right to erect, construct, use and remove a works compound which may include portable cabins and offices, and welfare facilities including portable toilets and electricity generators and the right to undertake ground strengthening or stabilisation works and to remove topsoil, adjust the height of the land and lay temporary surfaces to facilitate the exercise of those rights; 4. the right to bring onto the land, position and swing the jib of a crane loaded or unloaded through the airspace above the land for the purposes of constructing, installing and removing machinery and equipment; 5. the right to facilitate the horizontal directional drilling works where necessary with or without vehicles, plant,

Defined Term	Description of Right
	<p>machinery, apparatus, equipment, materials and personnel;</p> <p>6. the right to store, stockpile and, where necessary, use, manage and process plant, machinery, apparatus, materials (including excavated material) and/or equipment;</p> <p>7. the right to erect and remove fencing, gates, hoardings, signage or other infrastructure to secure the compound;</p> <p>8. the right to install, use and remove security apparatus including cameras, audible warning systems any other necessary security apparatus;</p> <p>9. the right to carry out de-watering and drainage works and install, alter or reinstate land drainage systems;</p> <p>10. the right to erect, use and remove septic tanks, soakaways and associated infrastructure and the right to treat effluent from site cabins and to discharge effluent into a soakaway;</p> <p>11. the right to discharge water into existing drains, watercourses and attenuation ponds;</p> <p>12. the right to install, use and remove artificial lighting;</p> <p>13. the right to install, use, alter, divert and remove services and utilities;</p> <p>14. the right to facilitate a footpath and/or cycle path diversion;</p> <p>15. the right to install, use, alter and remove temporary traffic signage and associated equipment to manage construction traffic;</p> <p>16. the right to enter the land and carry out surveys and investigations, including aerial surveys (including the right to fly an unmanned aircraft over the land and to enter and retrieve and recover any such unmanned aircraft from the land);</p> <p>17. the right to carry out archaeological, environmental and/or ecological mitigation and/or works;</p> <p>18. the right with or without vehicles plant and equipment to fell, trim or lop all trees, bushes and vegetation and remove, or alter walls, fences or any other structures or erections on the land which obstruct or interfere with the exercise of the rights granted;</p> <p>19. the right to reinstate the land and to monitor reinstatement works; and</p> <p>20. the right of support and protection for the compound.</p>
Drainage Rights	<p>All rights necessary to carry out de-watering and drainage works and install, retain, inspect, maintain, alter, reinstate or remove land drainage systems in, on or over the land, including the right to access the land with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel and the right to cut vegetation and remove</p>

Defined Term	Description of Right
	obstacles which obstruct or interfere with the exercise of those rights.
Monitoring Pit Rights	<p>In respect of any existing cables which are decommissioned all rights necessary to:</p> <ol style="list-style-type: none"> 1. excavate, construct and install Monitoring Pits in, on or under the land; 2. the right to decommission and/or remove existing Monitoring Pits, associated electricity infrastructure, electrical plant, structures and apparatus from that land; 3. the right to acquire any rights of profit a prendre which conflict with the operation of the Monitoring Pit rights, so as to suspend their operation during the exercise of the Monitoring Pit Rights, to enable their execution without conflict with rights of profit a prendre but not otherwise; 4. the right to carry out ground strengthening and stabilisation works; 5. the right to access the land for the purposes of or incidental to surveying, constructing, installing, commissioning, operating, inspecting, maintaining, repairing, altering, renewing, replacing, removing or decommissioning the Monitoring Pits with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel; 6. the right to retain, commission, inspect, maintain, repair, alter, renew, replace, reinstate, make safe and remove or decommission the Monitoring Pit; 7. the right to all necessary rights of support for the Monitoring Pit and to prevent any works on or use of the land which may interfere with or damage or cause injury to the Monitoring Pit or which interferes with or obstructs access to the Monitoring Pit; 8. the right with or without vehicles, plant and equipment to carry out mitigation planting, maintaining and monitoring; 9. the right to enter the land and carry out surveys and investigations, including aerial surveys (including the right to fly an unmanned aircraft over the land and to enter and retrieve and recover any such unmanned aircraft from the land); 10. the right to carry out archaeological, environmental and/or ecological mitigation and/or works; 11. the right with or without vehicles plant and equipment to enter the land to access any adjoining land in connection with NGET's undertaking; 12. the right to bring onto the land, position and swing the jib of a crane loaded or unloaded through the airspace above the land for the purposes of constructing, installing and removing machinery and equipment; 13. the right to construct, lay down, use and remove temporary access roads and work areas including any

Defined Term	Description of Right
	<p>necessary temporary bridging, culverting or diversion of water courses and drains;</p> <p>14. the right to facilitate a footpath and/or cycle path diversion;</p> <p>15. the right to erect and remove fencing, gates, hoardings, signage or other infrastructure;</p> <p>16. the right to install, use and remove security apparatus including cameras, audible warning systems any other necessary security apparatus;</p> <p>17. the right to erect and remove temporary lighting, temporary welfare structures and generators;</p> <p>18. the right to install and remove protection measures for third party structures/assets, including scaffolding;</p> <p>19. the right to divert and remove services and utilities;</p> <p>20. the right to install, use and remove artificial lighting;</p> <p>21. the right to carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems and to discharge water into existing drains and watercourses; and</p> <p>22. the right with or without vehicles plant and equipment to fell, trim or lop all trees, bushes and vegetation and remove or alter walls, fences or any other structures or erections on the land which obstruct or interfere with the exercise of the rights granted;</p> <p>23. the right with or without vehicles plant and equipment to enter the land to access any adjoining land in connection with NGET's undertaking;</p>

5.4 Cable Rights

5.4.1 As explained in Section 2, NGET will be carrying out cabling works using both trenching and trenchless techniques for constructing and installing the new electric cables. The Cable Rights provide NGET with the option to carry out both types, however, trenchless solution techniques will only be used to avoid constraints as set out above. As NGET will need access and the ability to undertake works in a wider area on the surface of the land the rights are structured to allow the facilitating of works to be undertaken in a wider area, with the area for the cables to be situated in a narrower 'rights corridor' which will depend on the method of installation used. As well as the cables themselves, there will be necessary ancillary works, such as joint bays where cables are more spaced apart to allow jointing activities and installation of link houses.

5.4.2 Where a single circuit of cables is installed by trenchless solution techniques, the rights corridor will be set at 20m in width. These rights corridors are not set out in detail as NGET requires flexibility to allow installation of the cables in the most suitable areas within the rights area.

5.5 Existing rights

5.5.1 No existing rights are proposed to be acquired.

5.6 Mining Code

- 5.6.1 The mines and mineral rights are excluded from the Order, however, Parts 2 and 3 of Schedule 2 to the 1981 Act, which concern the 'Mining Code', are expressly incorporated within the Order to safeguard and protect all apparatus and other equipment constructed and/or installed by NGET and its contractors for the purposes of the Project.

6. ENGAGEMENT STRATEGY & PROGRESS TO DATE

6.1 NGET's Acquisition Strategy

- 6.1.1 NGET's preference will always be to secure land and rights over land on a voluntary basis. This will be through negotiation with individual landowners to obtain agreements including option agreements for the grant of an easement for cables, a lease or licence for temporary compounds and temporary construction works, and variations to existing cable easements for decommissioning works. To help to facilitate this, NGET's LRS has been used.
- 6.1.2 The LRS was developed by NGET in order to provide a consistent methodology for acquiring land rights for NGET's infrastructure projects. The LRS has been implemented on all NGET projects requiring land and rights, acquisition, and remains under continuous review to ensure that it is still fit for commercial purpose and meets the expectations of third-party landowners and occupiers. NGET was one of the first utility companies to formally adopt and promote this approach and it accords with the Guidance.
- 6.1.3 All reviews of the LRS undertaken to date by NGET have identified that the LRS still enables effective and consistent communication with those most affected by NGET's proposals, and that it continues to meet the requirements of CPO guidance on seeking to acquire land by negotiation. Its terms continue to enable NGET to treat people fairly.
- 6.1.4 A system of payments for rights for the Project was adopted using the principles of the LRS to ensure consistency and fairness in submitting reasonable offers for the required rights across the Project area.
- 6.1.5 Prior to issuing Heads of Terms (**HoTs**), a letter and individual plan was issued to affected landowners identified at the time in February 2023 to provide an update on the Project and show the Project proposals across their land in respect of the new cable route.
- 6.1.6 The majority of the HoTs were issued between April and October 2023 and negotiated on the basis that NGET would be granted an option agreement to be able to exercise rights and create easements or vary existing easements as appropriate. Upon agreement of these principal terms, these are then translated into legal agreements.
- 6.1.7 NGET has easements/wayleaves or in some case no formal agreement with landowners for the existing cable routes. Where appropriate, NGET will be utilising these existing rights to carry out cable replacement and decommissioning works. However, in some instances the existing easements need to be amended, for example to allow for the installation of manholes, associated drainage pits and access routes as part of the cable decommissioning works or monitoring pits. In such instances, NGET are seeking agreements to vary these existing easements.
- 6.1.8 Whilst NGET seeks to avoid the use of compulsory purchase powers by negotiating by private treaty, in order to ensure the timely delivery of the Project, it has proven necessary to seek compulsory purchase powers.

Negotiations to obtain, by agreement, the remainder of the necessary rights will continue in parallel to the compulsory purchase process. This is consistent with the Guidance and the LRS.

6.1.9 Given that the Project comprises a mostly linear cabling scheme, the Project will inevitably cross existing assets held by statutory undertakers, including transport and highway authorities, in respect of which asset protection and crossing agreements may be required. Further detail on NGET's engagement with these authorities is provided at Paragraph 8.2 of this Statement.

6.2 Progress

6.2.1 As indicated above, NGET has been seeking to secure all necessary rights, and as at the date of this Statement, the following progress has been made:

- (a) 4 out of 13 heads of terms have been agreed in respect of those rights involving option agreements for easements or temporary access to land for the new cable routes.
- (b) Of those 9 heads of terms which remain, 9 of the negotiations are being actively progressed.
- (c) Positive negotiations are continuing with the 4 statutory undertakers with identified assets within the project boundary in respect of any appropriate arrangements.
- (d) 4 out of 7 heads of terms have been agreed in respect of those rights involving agreements to vary existing cable easements.

6.2.2 NGET has an existing head lease, commencing on 02/10/1962, at The Templeborough substation, and a supplemental lease of land which commenced in 1971. These leases cover NGET's substation and cables. The lease was granted for a period of 60 years, expiring in October 2022. Neither agreement is contracted out of the Landlord and Tenant Act 1954. Therefore, NGET remain in occupation holding over on the existing lease.

6.2.3 Status of Ongoing Negotiations

Status of Agreement	Total Number
Heads of Terms in Negotiation	13
Heads of Terms Agreed and with NGET Lands for authorisation	2
Heads of Terms sent to legal	6
Option Agreement Signed and exchanged	0
Date as at 18/04/2023	21

7. OTHER CONSENTS

7.1 Permitted Development Rights

7.1.1 The majority of the Project is to be consented pursuant to permitted development rights.

- 7.1.2 NGET has permitted development rights under Schedule 2, Part 15 Class B Electricity Undertakings of the Town and Country Planning (General Permitted Development) Order 2015 (**GPDO**). The following elements of the Project are covered by the GPDO and can be constructed under permitted development:
- (a) Construction and installation of the electric cables and works to the substations by virtue of Schedule 2, Part 15, Class B of the GPDO;
 - (b) Access points that are either not on a trunk road or a classified road fall under Schedule 2, Part 2, Class B, Paragraph B of the GPDO; and
 - (c) Whilst outside of the land covered by the Order there will also be principal temporary construction sites which are intended to be on operational land by virtue of private treaty agreements in order to rely upon the permitted development rights in Schedule 2, Part 15, Class B (f) of the GPDO
- 7.1.3 NGET will make use of permitted development rights for:
- (a) Installation of two new 275kV underground cable circuits.
 - (b) Installation of above ground link pillars (kiosks) at joint bays along new cable circuits.
 - (c) Installation of temporary construction compounds, temporary covered storage and laydown facilities, temporary fencing, temporary site access (bellmouths and haul roads), and construction working areas and third party works that are required to construct the infrastructure listed above.
 - (d) Decommissioning and/or removal of sections of the existing 400kV underground cables and together with associated above ground elements (link pillars and kiosks).
 - (e) Any off-site compounds will be subject to separate planning applications by the contractor but will not be on land within the Order land.
- 7.1.4 NGET is the freehold owner of land at Pitsmoor and Wincobank Substations and has a lease of land at Templeborough and all sites are classed as operational land. NGET is a statutory undertaker as defined in section 263 of the Town and Country Planning Act 1990 (**1990 Act**). Each substation is on land owned/leased and used by NGET for the purpose of its undertaking. Work within the boundary of each substation will not involve the construction of a building and works will not exceed 15m in height and can therefore be undertaken pursuant to permitted development rights.
- 7.1.5 In respect of those elements of the Project that are to be consented pursuant to permitted development rights, it is necessary for the relevant local planning authority to confirm through the environmental impact assessment (**EIA**) screening process that the development is not "EIA development" and NGET has obtained confirmation from the Councils to that effect. An EIA Screening Request was submitted to Sheffield City Council on 23 February 2023 under the Town and Country Planning (Environmental Impact Assessment) Regulations 2017 (as amended in 2018 and 2020). The reference is 23/00628/EIA. Rotherham Metropolitan Borough Council were notified and consulted on the Screening Opinion and this approach was agreed by Sheffield City Council.
- 7.1.6 Sheffield City Council published their Screening Opinion (dated 16 March 2023), which confirmed that, based on the available evidence, the proposed impacts are likely to be localised and the effect would not be significant in EIA terms. An Environmental Statement is therefore not required. Therefore, the

development does not require express planning permission, being permitted development, as set out under Schedule 2, Part 15, Class B of the Town and Country Planning (General Permitted Development Order) 2015 (development by statutory undertakers for the generation, transmission, distribution or supply of electricity for the purposes of their undertaking).

- 7.1.7 NGET sought an updated screening opinion due to minor changes in the routing around Meadowhall shopping centre and Sheffield City Council published their response on 24 November 2023. As above, the Updated Screening Opinion confirmed that the proposed impacts, as amended, are likely to be localised and the effect would not be significant in EIA terms. Therefore, the project does not require express planning permission and NGET is proceeding on the basis that permitted development rights are available. No objector to the Order has challenged this approach.

7.2 Planning Permissions

- 7.2.1 In relation to the provision of temporary bellmouths for any accesses from classified roads and off site construction compounds outside of the Order land, applications for planning permission will be submitted in due course to the Councils. These applications are unlikely to present an impediment to the delivery of the Project. Again, no objector to the Order has challenged this approach.

7.3 Decommissioning and/or Removal of Existing Underground Cables

- 7.3.1 Where existing infrastructure is proposed to be decommissioned and/or removed pursuant to the Project, NGET has decided to seek powers of compulsory purchase within the Order to ensure that the existing underground cables and associated equipment can be efficiently decommissioned and/or removed. However, NGET will, where practicable, draw upon the rights and permissions detailed in existing easements and wayleaves covering land parcels identified for the removal works or is seeking the rights to drain and decommission any existing cables where rights do not expressly provide for this. The only new rights required in relation to the decommissioned cables for any permanent new works relate to the installation of monitoring pits.
- 7.3.2 As above, where any decommissioning or removal of existing electric cables, above ground structures and other equipment is proposed NGET will not require express planning permission, being permitted development, as set out under Schedule 2, Part 15, Class B of the Town and Country Planning (General Permitted Development Order) 2015 (Development by statutory undertakers for the generation, transmission, distribution or supply of electricity for the purposes of their undertaking).

7.4 Highways Orders

- 7.4.1 The Project will require a small number of highway orders, in the form of temporary Traffic Regulation Orders and Temporary Public Rights of Way Closures, along with certain other conventional highways consents which the contractor may from time to time seek to obtain from the relevant highways authority.
- 7.4.2 These highways orders will be required where temporary road closures are required to install new underground cables and remove old cables from beneath the road carriageway. NGET's rights to install cables in the highway are pursuant to Schedule 4, Part 1, of the 1989 Act and NRSWA. The programme for those works is still being developed and the orders are not proposed to be sought by NGET until nearer the commencement date(s) of the relevant works.

7.4.3 In any event, the highways orders and other consents are standard consents, and are unlikely to present an impediment to the delivery of the Project. NGET has already discussed road closures with Sheffield City Council and the Council have given their verbal agreement to such closures in line with Project requirements.

7.5 Permitting for river crossing

7.5.1 Any consents needed for the river crossing using trenchless solution technique will be the responsibility of the contractor.

7.6 Protected Species Licence

7.6.1 The current ecological evidence suggests that there is no need for any protected species licences, however further survey work will be carried out by the main contractor, Balfour Beatty, in relation to Great Crested Newts owing to their transient nature. If these newts were located within the red line boundary of the Order, mitigation measures would be put in place in line with protected species licence requirements,

7.7 GEMA Consent

7.7.1 Paragraph 2 of Schedule 3 to the 1989 Act provides that the Secretary of State may not confirm the Order authorising the acquisition of land belonging to another electricity licence holder except with the consent of the Gas and Electricity Market Authority (**GEMA**).

7.7.2 Accordingly, as the Order affects the rights and interests of such licence holders, GEMA Consent is required. NGET made an application to the Secretary of State for Energy Security and Net Zero on 18 March 2024.

7.7.3 The application for GEMA consent was made on the basis that, although paragraph 2(1) of Schedule 3 to the 1989 Act applies to the acquisition of land over which an electricity licence holder has a freehold interest, paragraph 2(2)(a) does not apply because the land is not held by the licence holder for the purposes of an installation necessary for the carrying on of the activities which is authorised by its licence to carry on.

7.7.4 Further to this, paragraph 2(2)(b) of Schedule 3 to the 1989 Act does not apply as there is no evidence to suggest that the land will be so used, or that the use will commence, within the period of five years beginning with the date of the application.

7.7.5 As indicated in Paragraph 8.2.1, negotiations are also progressing with all such licence holders and hence there is no reason why the GEMA Consent will not be forthcoming, in the event that it is required.

7.8 Scheduled Ancient Monument (SAM) Consent

7.8.1 Sheffield City Council have confirmed that the scheme is not considered to affect any scheduled ancient monuments as stated in their Screening Opinion dated 16 March 2023. The updated screening opinion request did not change the outcome. No consent is therefore required.

7.9 NRSWA and PROW Permits

7.9.1 During the construction works, New Roads and Street Works Act 1991 and Public Right of Way permits will be required in some areas. These will be progressed by the main contractor, Balfour Beatty, who will be working in conjunction with NGET to obtain

the necessary agreements to undertake the works. It is not anticipated that the need to acquire these permits will cause any impediment to the project.

8. SPECIAL CATEGORY LAND & STATUTORY UNDERTAKERS

8.1 Special Category Land: Open Space

- 8.1.1 Sections of the Project will pass through areas of Open Space. This term is defined in the 1981 Act as *"any land laid out as a public garden, or used for the purposes of public recreation, or land being a disused burial ground."*
- 8.1.2 Whilst no freehold interest is being acquired in Open Space, Cable Rights, Construction and Operational Access Rights and Construction Rights to facilitate the Project are being sought in respect of Open Space.
- 8.1.3 These rights engage section 28 and paragraph 6(1)(a) of Schedule 3 to the 1981 Act which provide that a compulsory purchase order authorising the acquisition of rights over land will be subject to special parliamentary procedure unless the Secretary of State certifies otherwise. Accordingly an application for a certificate in relation to Open Space was made on 14 December 2023 to the relevant Secretary of State on the basis that *"the land, when burdened with that right, will be no less advantageous to those persons in whom it is vested and other persons, if any, entitled to rights of common or other rights, and to the public, than it was before"*.
- 8.1.4 NGET's case in this regard is that the Cable Rights will allow for the installation of cabling, either by trenchless solution or open cut (as set out in Section 2.4 above). The trench for the cables is then backfilled and the land restored. The cabling works in the open space will therefore take place over a temporary period, in phases and in limited sections of land. Once constructed those areas of land will be available as Open Space as before. Maintenance and future works will be carried out at the joint bays and via the link boxes. NGET will also temporarily divert any paths impacted by the cabling works to allow users of the Open Space to continue to use the land during cabling.
- 8.1.5 The Construction and Compound Rights are required to facilitate trenchless solution works near the River Don. The trenchless solution areas will be temporary in order to install the cables and once installed the land will be restored and will be open for public use.
- 8.1.6 Where Cable Rights and Construction and Operational Access Rights are required on Open Space land the rights will be used to facilitate access for construction vehicles and the construction of the cables. The land will be restored once the cables are commissioned. NGET may need to utilise these rights in the future for ongoing maintenance works for the cables, however, any use will be temporary. This includes plots 5-42, 5-42a and 6-01a on land to the South of Blackburn Meadows Power Station as well as plot 8-06 on land behind Ferrars Road and over which the public have access.
- 8.1.7 NGET's application for a certificate of exemption in relation to Open Space is in progress with the Department for Levelling Up, Housing and Communities. The deadline for objections was 12 April 2024. NGET has not yet been updated on whether any objections were received by the Secretary of State during the objection period.

8.2 Local Authorities & Statutory Undertakers

- 8.2.1 Interests are held by the following local authorities and statutory undertakers in land affected by the Project:

Network Rail Infrastructure Limited	in respect of railway network
National Highways Limited	in respect of the M1 Motorway
South Yorkshire Mayoral Combined Authority	in respect of tramlines
Canal and River Trust	in respect of the Sheffield and Tinsley Canal and The River Don
Yorkshire Water Services Limited	in respect of water mains, public water sewers and other apparatus
Northern Powergrid (Yorkshire) PLC	in respect of electricity apparatus
National Grid Electricity Transmission PLC	in respect of high voltage underground electricity cables and electricity apparatus
Sheffield City Council	in respect of footpaths, highways and associated land
Secretary of State for Transport	Presumed in respect of land at the tramlines forming part of the Historic Railways Estate

8.2.2 NGET's discussions and negotiations with each of these parties is ongoing. An update will be provided to the Inquiry in due course.

9. FUNDING & DELIVERY

9.1 Timetable for delivery

9.1.1 NGET is currently utilising an Early Contractor Involvement contracting strategy for development and gate review for construction. The timeline for the physical work is scheduled to commence with construction activities allowed by permitted development rights and NRSWA in Q2 2024.

9.1.2 The current timetables for the works are as follows:

- (a) Cable containment system works in the highways under Permitted Development rights and/or NRSWA will begin in Q3 2024 and run until the end of Q1 2027. The timings of the works in highways will be subject to embargo periods imposed by the Council;
- (b) Subject to the CPO process NGET anticipates that access to the land in the Order will be required from Q2 2025. Further containment work in these areas will take an estimated period of 6 months to complete. Further, NGET intends to begin trenchless solution crossings in Q2 2025 (subject to detailed design works). NGET has made the Order to ensure that it can deliver the Project in line with these timeframes.
- (c) NGET's intention is for the cables to be operational by Q3 2026 for Circuit 3 with the decommissioning and demobilisation works to follow until Q1 2027.

9.2 Funding

9.3 In 2019, Ofgem set out the framework for the price controls in their Sector Specific Methodology Decisions. In December 2019, NGET and NGESO submitted their business plans to Ofgem setting out proposed expenditure for RIIO-2. These plans were assessed, together with engagement of a wide range of stakeholders, the results were published via Draft Determinations in July 2020.

- 9.4 Based on that review and further engagement on the Draft Determinations, Ofgem set out their Final Determinations for company allowances under the RIIO-2 price control, which commenced on 1 April 2021. As a result of its Final Determinations, Ofgem has allowed funding for the Project and based upon this allowance NGET has continued to develop the Project works - covering engineering requirements, customer co-ordination and landowner and stakeholder consultation.
- 9.5 In September 2023 NGET also sanctioned this funding to allow the continuation of the Project works in line with the RIIO-2 Final Determination output.
- 9.6 No objector to the Order has suggested that NGET will not have the necessary resources or capacity to fund and deliver the Project.

10. RESPONSE TO OBJECTIONS

- 10.1 A total of 9 objections were received to the Order. NGET's responses to the objections are set out at Appendix 1.
- 10.2 No objectors object to the Project in principle, however, individual concerns include concerns about the wide range of powers being sought over the relevant strategic road network (SRN), objection in lieu of contractual arrangement to protect apparatus, concerns over access to property during the works, the requirement for more detailed plans in relation to the specific placement of cables and further information needed over how land will be reinstated once the works are completed.
- 10.3 NGET does not consider that any of the issues raised in the objections are insurmountable and is confident that many, if not all, of the objections will be withdrawn before the public inquiry takes place.

11. STATEMENT JUSTIFYING EXTENT OF SCHEME TO BE DISREGARDED FOR THE PURPOSES OF ASSESSING COMPENSATION IN THE NO SCHEME WORLD

- 11.1 Section 6A(1) of the Land Compensation Act 1961 (**LCA 1961**) provides that "the no scheme principle is to be applied when assessing the value of land in order to work out how much compensation should be paid by the acquiring authority for the compulsory acquisition of land."
- 11.2 For the purposes of s.6A, it is therefore a requirement to include in a Statement of Reasons the extent of the Scheme to be disregarded for the purposes of assessing compensation in the 'No Scheme World'.
- 11.3 In most cases the 'scheme' means the scheme of development underlying the acquisition and provided for by the Order unless it is shown that the underlying scheme is larger than, but incorporating the scheme provided by the Order.
- 11.4 In the case of the Project, the 'scheme' is the Project as a whole which is in part enabled by the Order.

12. ALTERNATIVES TO THE ORDER

12.1 No Action

- 12.1.1 Taking no action is not an alternative option given the urgent and compelling need to replace the cables as described elsewhere in this Statement of Reasons.
- 12.1.2 Not only is it in the public interest for the Order to be confirmed and the works carried out, to ensure a continued and reliable supply of electricity to NGET customers, the chances of serious environmental harm occurring as a result of deteriorating cables is greatly increased if they are not urgently replaced.

12.2 Options Appraisal

- 12.2.1 This paragraph summarises the options that were considered in developing the detailed proposals for the Project.
- 12.2.2 An initial baseline assessment of factors that would affect the development options was undertaken. This included landscape and visual factors, designated sites for nature conservation, the historic environment, air quality, geology and topography, land use and soils, hydrology and flood risk, tourism and socio-economic factors, traffic and transport constraints, and the presence of existing infrastructure and services. A number of technology options were then investigated:
- (a) In-situ Replacement of Existing Cables
 - (b) Cable Replacement with XLPE Cables
- 12.2.3 The detailed design and routeing for the preferred option was developed further. An environmental and socio-economic options appraisal of each of the cable route options was then carried out. Each route option was considered against the following environmental topics: landscape, views, ecology, historic environment, water (flood and pollution risks), geology and soils and traffic and transport. The environmental information for each cable route section was considered alongside technical and cost considerations to identify a preferred underground cable route between Pitsmoor, Wincobank and Templeborough for consultation with statutory consultees and stakeholders. In addition, an assessment of the costs and benefits of installing three circuits to replace the two existing circuits was undertaken. This concluded that the Cable Replacement with XLPE cables option should be taken forward as it was a more efficient solution.

12.3 Environmental Value (BDNG)

- 12.3.1 NGET's approach to enhancing environmental value, is to deliver a net gain by at least 10% or greater in environmental value (including biodiversity) on all construction projects (including those delivered by third parties and on land we own).
- 12.3.2 £120,000.00 in funding is being provided on a voluntary basis by NGET and will be paid to Sheffield City Council (the 'Council') for the purpose of match funding by the National Lottery Heritage Fund. This will be secured by a legal agreement and applied for the improvement of the species stacking project in the Shire Brook Valley and will deliver the conservation objectives of the Council.
- 12.3.3 To support delivery of this commitment, NGET have committed to use the DEFRA biodiversity calculator, as a method for quantifying our impacts and informing our mitigation and enhancement actions and associated levels of investment. This ensures that NGET can deliver the best outcome for Nature and the communities where development occurs.

12.4 Removal and Decommissioning of Existing Underground Cables and Associated Infrastructure

- 12.4.1 There are limited alternatives in terms of the removal of the existing underground cables.
- 12.4.2 The Order provides for a very limited but necessary degree of flexibility in terms of access routeing and associated temporary land for removal and decommissioning of cable infrastructure. However, the precise micro-siting will be carried out to minimise the impact on land interests, the environment and

the local transport network and in order to accord with NGET's statutory duty to be economic, efficient and coordinated.

- 12.4.3 The route is based on the known constraints between the connection points and has been carefully designed to cause the least environmental impact with optimal outcomes for BNG and minimal disruption to the local natural landscape. However, as the site environment is complex and varied, the finer details of the design are evolving and will continue to evolve as the Project progresses to ensure that as new information comes to light, it is being used to improve the design elements even further.

13. HUMAN RIGHTS AND EQUALITY ACT 2010

13.1 Human Rights

- 13.1.1 The European Convention rights potentially applicable to the making of the Order are Articles 6 and 8 and Article 1 of the First Protocol (as contained in Schedule 1 to the Human Rights Act 1998).

- 13.1.2 Relevant parts of Article 1 of the First Protocol of the Convention provide:

"Every natural or legal person is entitled to peaceful enjoyment of his possessions" and "no one shall be deprived of his possessions except in the public interest and subject to the conditions provided for by law and by the general principles of international law".

- 13.1.3 Relevant parts of Article 8 of the Convention provide:

"1. Everyone has the right to respect for his private and family life, his home and his correspondence.

2. There shall be no interference by a public authority with the exercise of this right except such as is in accordance with the law and is necessary in a democratic society in the interests of... the economic well-being of the country...

- 13.1.4 The Order has been made pursuant to Section 10 and Schedule 3 of the 1989 Act which authorises NGET to acquire land, new rights and existing rights compulsorily subject to following the procedures laid down in the 1981 Act.

- 13.1.5 NGET is taking a proportionate approach to compulsory acquisition. Rather than acquiring the freehold title to all land comprised within the Order limits, NGET is only seeking to acquire for the vast majority of the Project permanent rights (such as the right to install and operate the cables and the right to decommission and/or remove the existing circuits). NGET is seeking the permanent acquisition of the freehold of the Templeborough sub-station. Only two domestic dwellings are included in the CPO, and only temporary rights during construction are required from the landowners of these properties adjacent to a public footpath. NGET has had positive contact with the occupiers or their representatives.

- 13.1.6 NGET is seeking to acquire only the land and those rights which are absolutely necessary to facilitate delivery of the Project.

- 13.1.7 NGET considers that there is a compelling case in the public interest that the rights referred to in the Order be acquired in order to achieve the purposes described in this Statement.

- 13.1.8 If the Secretary of State agrees with NGET that there is a compelling case in the public interest, they may confirm the Order.

- 13.1.9 If the Order is confirmed, compensation may be claimed by persons whose interests in land have been acquired or whose possession of land has been disturbed proportionate to any losses that they incur as a result of the acquisition.
- 13.1.10 In the circumstances, if the Order is confirmed, it is considered that the compulsory acquisition of rights referred to in the Order will not conflict with Article 1 of the First Protocol or Article 8 of the European Convention as any interference with the rights will be in accordance with the law, justified and proportionate.
- 13.1.11 Relevant parts of Article 6 provide that:
- "1. In the determination of his civil rights and obligations ... everyone is entitled to a fair and public hearing within a reasonable time by an independent and impartial tribunal established by law."*
- 13.1.12 So far as the Order is concerned, any owner, lessee or occupier of land included in the Order will be notified and may have the opportunity to make representations to the Secretary of State and to be heard at a public inquiry before a decision is made as to whether or not the Order should be confirmed, and would in any event have legal rights under the 1981 Act to challenge any order made on the relevant statutory grounds.
- 13.1.13 NGET is satisfied that there are no planning, financial or other impediments to the implementation of the Project and that the Project is therefore likely to proceed if the Order is confirmed.
- 13.1.14 For the reasons set out above, there is considered to be a compelling case in the public interest to proceed with the Order to facilitate the decommissioning and/or removal of the existing ageing oil filled cables and the installation of one new cable circuit between the NGET substations at Pitsmoor, Wincobank and Templeborough.

13.2 Equality Act 2010

- 13.2.1 Section 149 of the Equality Act 2010 requires due regard to be given to the need to:
- 13.2.2 eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Act;
- 13.2.3 advance equality of opportunity between persons who share a relevant protected characteristic and those who do not share it; and
- 13.2.4 foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
- 13.2.5 The relevant protected characteristics are: age; disability; gender reassignment; pregnancy and maternity; race; religion or belief; sex; and sexual orientation.
- 13.2.6 Although NGET is not directly subject to the Public Sector Equality Duty (PSED), information is provided in relation to the Project's interaction with Section 149 of the Equality Act to assist the Secretary of State with their discharge of that duty.
- 13.2.7 In the event that NGET is required to self-confirm the CPO, the PSED will be applied as though NGET were subject to it.
- 13.2.8 The Project has been designed to run along highways, watercourses and other non-residential areas. As such the Project will keep the disruption to those living along the route to a minimum; this will not cause differential impacts to those individuals or groups of individuals who share a relevant protected characteristic.
- 13.2.9 As mentioned in Section 6, NGET is undertaking negotiations with landowners impacted by the Order and has made particular efforts to avoid the need to use

compulsory purchase powers by negotiating by private treaty and by using its powers under NRSWA. Furthermore, NGET is using existing sites in its ownership, such that this has minimised any disadvantages to those who share a relevant protected characteristic.

- 13.2.10 NGET has carried out community engagement. NGET circulated a community mailing explaining the Project in November 2023. NGET will continue to engage with the community as the Project progresses, to keep people up to date on its work. Nothing arose from the engagement to date that caused NGET to become concerned that the Project would have a disproportionate effect on any individuals or groups of individuals with protected characteristics, however, there has been one objection submitted that raises equality issues. The specific issues raised are that the presence of workmen and machinery outside a residential property will cause disturbance in circumstances where the objector has a young child and health problems, and lead to a breach of Protocol 1, Article 1 of the Human Rights Act (right to peaceful enjoyment of property).
- 13.2.11 NGET have been working closely with the objectors who raised these issues to put plans in place that will mitigate the adverse impact on the peaceful enjoyment of their property. Suggested measures include restricting noisier works to certain hours of the day and ensuring that clear access to their property is maintained at all times.
- 13.2.12 Regular engagement has also been taking place with key stakeholders since June 2023. Engagement with landowners affected first took place in September 2022.
- 13.2.13 In light of the above, NGET considers that the order is appropriate in the context of the public sector equality duty set out in section 149 of the Equality Act 2010.

14. CONCLUSION

- 14.1 This Statement sets out the nature of the Project in Section 1 and Section 2.
- 14.2 It summarises the need for the Project and in particular the need to replace the aging cables whilst ensuring electricity supply is continued throughout the works.
- 14.3 In NGET's view, this compelling case in the public interest justifies the proportionate interference with, and the overriding of, the private interests of those in the Order land as considered in Section 13 given that NGET are seeking a proportionate approach to compulsory acquisition as described below.
- 14.4 In the majority of cases, the interests sought to be acquired are rights to install the new cables and electricity infrastructure using cut and cover or trenchless solution, or decommissioning/removal of existing cables and infrastructure. For the cut and cover and decommissioning rights the land will be restored following the works and thereafter periodic access will be required for maintenance and future works to the cables. Accordingly, whilst these rights interfere with the ownership rights of the existing landowners, they do not deprive owners of their land and post-construction and commissioning of the cables there will be minimal impact on the majority of the Order land.
- 14.5 The majority of other rights including temporary construction compounds and access routes will only be used on a temporary basis and so the impact of these rights on the existing landowners will be temporary. Permanent land take has been kept to the minimum reasonably necessary.
- 14.6 As detailed in Section 6 NGET has been seeking to negotiate voluntary agreements with landowners for the rights. NGET already has some rights in relation to the cables in certain areas and has issued terms where additional rights are required or variation to those existing rights are required.
- 14.7 Due to the pressing need to replace the ageing cables, NGET is bringing the Order forward to ensure that all necessary rights can be acquired within a reasonable timescale to enable the Project to proceed and also to address any unknown land rights and interests.

- 14.8 NGET has explained the funding basis for the Project in Section 9, addressing how funding will be available for the early stages of the Project and how NGET will continue to engage with Ofgem to ensure funding is available thereafter.
- 14.9 Section 7 and Section 8 explain why there are no planning or other impediments to the Project proceeding.
- 14.10 Whilst a number of other consents and certificates are required, these are either subject to outstanding applications which will be concluded or will be determined in conjunction with the Order (such as the Special Category Land Certificate application and any necessary GEMA Consent). In any event, they are of the type which it is usual for contractors to obtain from the relevant local authority at a later stage in the construction programme.
- 14.11 Although 9 objections were received during the objection period, none of the objectors object to the Project in principle, rather there are individual concerns raised which are being sensitively and carefully dealt with on a case by case basis.
- 14.12 Accordingly, and given that NGET is in active negotiations with all relevant parties, NGET does not anticipate any impediments to the Project proceeding.
- 14.13 In light of the above considerations and in accordance with the statutory and applicable policy tests, NGET considers the Order to be justified and respectfully requests that the Secretary of State confirm the Order without modification.

15. FURTHER INFORMATION

15.1 Negotiation of acquisitions

- 15.1.1 Owners and occupiers of land affected by the Project who wish to negotiate a voluntary agreement or discuss matters of compensation should contact NGET using the following contact details:

Telephone: 0808 175 0206

Email: sheffieldcable@nationalgrid.com

Post: Freepost National Grid SHF Cables

15.2 Compensation

- 15.2.1 Provision is made by statute with regard to compensation for the compulsory acquisition of land and the depreciation in value of properties. More information is given in the series of booklets published by the Department for Housing, Communities and Local Government entitled "Compulsory Purchase and Compensation" listed below:
- (a) Booklet No. 1 - Compulsory Purchase Procedure.
 - (b) Booklet No. 2 - Compensation to Business Owners and Occupiers.
 - (c) Booklet No. 3 - Compensation to Agricultural Owners and Occupiers.
 - (d) Booklet No. 4 - Compensation for Residential Owners and Occupiers.
- 15.2.2 These booklets are available to download for free online at:
<https://www.gov.uk/government/collections/compulsory-purchase-system-guidance>

15.3 Documents

- 15.3.1 A copy of this Statement, the Order and maps are available for inspection at <https://www.nationalgrid.com/electricity-transmission/network-and-infrastructure/sheffield-cables>
- 15.3.2 The Order and Plan can also be inspected at Sheffield Central Library, Surrey Street, Sheffield, S1 1XZ and Riverside Library, Riverside House, Main Street, Rotherham, S60 1AE at all reasonable hours.
- 15.3.3 A list of the documents to which NGET intends to refer at the Inquiry is set out in Schedule 1 to this Statement.

Dated: 18 April 2024

Womble Bond Dickinson (UK) LLP

Solicitors to National Grid Electricity Transmission PLC

SCHEDULE 1

List of Documents

In the event of a public inquiry being held in respect of the Order, NGET would intend to refer to or put in evidence the following documents together with others as may be appended to any Statement of Case:

CPO and Related Documents

1. The National Grid Electricity PLC (Pitsmoor-Wincobank-Templeborough 275kV Cable Replacement Scheme) Compulsory Purchase Order (as sealed)
 - 1.1 [Part 1](#)
 - 1.2 [Part 2](#)
2. [CPO Plan: Map showing route and position of project](#)
3. [Statement of Reasons](#)
4. Protected Assets Certificate (8 December 2023)
5. General Certificate (8 December 2023)
6. Open Space Exemption Certificate Application Letter (with Enclosures 1 and 2) (14 December 2023)
7. GEMA Consent Application (18 March 2024)
8. Objections and NGET Formal Response Letters
9. Screening Opinions (16 March 2023 and 24 November 2023)

Legislation

10. [Acquisition of Land Act 1981](#)
11. [Electricity Act 1989](#)
12. [New Roads and Street Works Act 1991](#)
13. [Compulsory Purchase Act 1965](#)
14. [Town and Country Planning Act 1990](#)
15. [Human Rights Act 1998](#)
16. [The Compulsory Purchase \(Inquiries Procedure\) Rules 2007](#)
17. [Town and Country Planning \(General Permitted Development\) \(England\) Order 2015](#)
18. [Town and Country Planning \(Environmental Impact Assessment\) Regulations 2017](#)

Guidance and Policy

19. [Guidance on Compulsory Purchase Process and The Crichel Down Rules \(2019\)](#)
20. [The Ten Point Plan for a Green Industrial Revolution \(2020\)](#)

21. [The Energy White Paper \(2020\)](#)
22. ['Powering Up Britain' - Energy Security Plan \(2023\)](#)
23. ['Powering Up Britain' – The Net Zero Growth Plan \(2023\)](#)
24. ['Mission Zero' – Independent Review of Net Zero \(2023\)](#)
25. [Overarching National Policy Statement for Energy \(EN-1\) \(2023\)](#)
26. [National Planning Policy Framework](#)
27. [NGET Environmental Sustainability Policy](#)
28. [NGET Stakeholder, Community and Amenity Policy](#)
29. [Sheffield Core Strategy \(2009\)](#)
30. [Sheffield Unitary Development Plan](#)
31. [Rotherham Metropolitan Borough Council Core Strategy \(2014\)](#)
32. [Rotherham Metropolitan Borough Council Sites and Policies Document \(2018\)](#)

Appendices

APPENDIX 1: Response to Objections

APPENDIX 2: Protected Assets Certificate (8 December 2023)

APPENDIX 3: General Certificate (8 December 2023)

APPENDIX 4: Open Space Exemption Certificate Application Letter (with Enclosures 1 and 2) (14 December 2023)

APPENDIX 5: GEMA Consent Application (18 March 2024)

APPENDIX 6: Objections and NGET Responses

APPENDIX 7: Screening Opinions (16 March 2023 and 24 November 2023)

APPENDIX 1
RESPONSE TO OBJECTIONS

Plot Number(s)	Objection Number/Objector/Agent	Summary of Objection	Acquiring Authority's Response
<p>5-14, 5-15, 5-16, 5-17, 5-18, 5-20, 5-21, 5-22, 5-25, 5-26, 5-27, 5-28, 5-29, 5-30, 5-31, 5-32, 5-33, 5-34, 5-37, 5-38, 5-39, 5-40, 5-41, 7-01, 7-02, 7-05</p> <p>5-11, 5-12, 5-14, 5-22, 5-26, 5-27, 5-36, 5-37, 5-38, 5-42, 5-42a, 6-01a</p>	<p>OBJ3</p> <p>National Highways</p>	<p>1. Does not object to the principle of E2 proposal</p> <p>2. Has concerns about the wide range of powers being sought over the relevant strategic road network (SRN)</p> <p>3. Also has particular concerns over any unregulated access to the SRN which would pose significant safety risks for customers and anyone carrying out the works</p> <p>4. Objection to the scheme in its current form but will work with NGET to find a compromise</p>	<p>1. It is noted that National Highways (NH) do not object to the principle of the Project.</p> <p>2. With regards to the concern about wide ranging powers being sought, NGET have responded to confirm that the permanent rights being sought would not significantly differ from the rights that are in place for the existing cables located under the motorway. Any new cables would be subject to the same routine foot patrol inspections as are currently undertaken on the cables that are in situ and the existing cables will be decommissioned.</p> <p>NGET will not require access onto the Strategic Road Network (SRN) as the cables are located in land below the motorway viaduct. As no access onto the SRN is required, NH have confirmed that they do not need to approve risk assessments and method statements (RAMS) for any working practices. NGET have, however, committed to continue to liaise with NH's construction assurance managers and to provide copies of all relevant RAMS for NH's information.</p> <p>3. Following a meeting with NH's representative, NGET understand that the principal objection to the scheme is in relation to the ongoing security for the viaduct structure. NGET appreciate that the viaduct is critical national infrastructure and is therefore subject to strict security provisions including continuous monitoring of security cameras and an associated rapid response should any unauthorised access be taken to the land beneath the motorway.</p> <p>NGET confirm that they will not remove any of the camera equipment under the viaduct or require it to be turned off during</p>

			<p>the works. NGET further agree to provide NH with advance notification of any period when construction activities will be undertaken in this location so that both Sheffield City Council and NH are aware of the zones that may be occupied at any particular time.</p> <p>4. NGET have met with NH's representative and requested confirmation of the extent of any alteration to the form of the CPO that is requested by NH. It is understood that the proposed project is acceptable should the concerns over the maintenance of the security cameras and security arrangements under the viaduct be maintained. NGET have committed to maintaining these security arrangements.</p>
<p>3-01, 4-01, 4-02, 5-01a, 5-02, 5-03, 5-04, 5-13, 5-17, 5-32, 5-35, 5-40, 5-42a, 6-01, 6-01a, 6-03, 6-06a, 6-11, 6-12a, 7-01</p> <p>5-11, 5-12, 5-14, 5-15, 6-07, 6-09, 6-10, 7-02, 7-08</p>	<p>OBJ4</p> <p>Addleshaw Goddard on behalf of Network Rail Infrastructure Ltd</p>	<p>1. Objection to the CPO on the ground that operational railway land</p> <p>2. Additional and further grounds of objection may be produced when further details of the order are available</p> <p>3. Representations have been made to the Railways Directorate if the Dept of Transport under s16 and sched 3 para 11 of the Acquisition of Land Act</p>	<p>1. NGET acknowledge that part of the CPO affects operational railway land owned by Network Rail Infrastructure Limited (NRIL). NGET engaged with NRIL to introduce the project in October 2022 and an initial meeting was attended in January 2023. In the intervening period NGET have remained in regular contact with NRIL to agree requirements for a Basic Asset Protection Agreement (BAPA) agreement to ensure that the operational railway is suitably protected during the Project.</p> <p>Part of the route of the existing cables is located within operational railway land and therefore the presence of operational railway land within the CPO is unavoidable. The areas of NRIL land where the route of the new cables is proposed, includes non-operational land and land operated as part of the local tram network. These areas have been included where NRIL's ownership cannot be avoided. NGET is confident that the Project can be undertaken with no negative impact on the operational railway.</p> <p>2. No further grounds of objection have been produced. Terms have been agreed, in principle, for a voluntary option for an easement for the cables and work to agree the BAPA is progressing.</p>

			3. Noted.
6-03, 6-04, 7-03, 7-05, 7-06, 8-06, 8-07, 8-08, 8-09, 8-10	OBJ5 Fieldfisher LLP on behalf of BOC Limited	<p>1. Objection due to absence of contractual arrangement to ensure that BOC's pipelines, apparatus and land rights/restrictive covenants remain operational at all times</p> <p>2. Plot 8-07 is adjacent to and may overlap with rights in place to safeguard BOC infrastructure which could affect supply and become hazardous</p> <p>3. There is BOC infrastructure underneath Balk Lane and adjacent to Balk Lane. Maximum loading restrictions in these areas required as well as road strengthening (at NGETs expense) and indemnification of any damage caused. Agreement needed that access to BOC infrastructure will not be impeded</p>	<p>1. NGET have liaised with BOC Limited to understand the precise location of the pipelines that are present within the CPO land. Discussions are ongoing with BOC regarding the proposed protective provisions for any requirement for the Project to cross BOC's pipelines.</p> <p>2. NGET understand that BOC were initially concerned that the CPO plots may have overlapped into the land owned by BOC at their Brinsworth plant. It has been confirmed that the CPO plots do not overlap any land in BOC's ownership. NGET understand that there is no concern about a risk to supply.</p> <p>3. NGET are liaising with BOC to agree appropriate protective provisions for the crossings along Balk Lane of these pipelines. It is hopeful that these negotiations will be underway, if not completed, by the pre-inquiry meeting on 21 May 2024.</p> <p>NGET understand that there is no further objection subject to confirmation that the protective provisions for the pipeline are agreed.</p>
5-27, 5-42, 5-42a, 6- 01a 5-20, 5-25, 5-26, 5-28, 5-29, 5-43	OBJ6 Fisher German LLP on behalf of E.ON UK PLC	<p>1. No objection to the principle of the scheme but concerns over Blackburn Meadow Way plots 5-27, 5-29, 5-42, 5-42a, 6-01a</p> <p>2. Lack of reasonable attempts to acquire interests by agreement</p> <p>3. No design plans or confirmation of final cable route provided (marked as indicative on the plans)</p>	<p>1. There has been ongoing and regular contact between NGET and Fisher German LLP (on behalf of E.ON UK PLC) regarding the Project. No specific concerns have been raised but NGET continue to work with E.ON to agree any necessary mitigation measures.</p> <p>2. NGET remains committed to securing the necessary rights for the project by agreement and this agreement can include any reasonable protections that E.ON may require.</p> <p>NGET have undertaken discussions and meetings with the landowner's agent regarding the valuation of the voluntary land rights. A revised offer and updated Heads of Terms was issued</p>

		<p>4. Insufficient detail provided on mitigation measures to ensure SUDS will not be impacted</p> <p>5. Unclear whether access will be maintained during construction scheme</p> <p>6. No engagement re accommodation works and reinstatement of land after works</p> <p>7. Unclear how landscaping and path will be impacted as part of adjoining highway scheme</p> <p>8. Ground investigations have not been carried out yet - unclear whether ground is suitable for the scheme</p>	<p>to the landowner's agent on 23 February 2024 and NGET await response but will continue to discuss this accordingly.</p> <p>3. The status and development of the cable route design has been discussed at Teams meetings with the landowner's agent. The Project is still subject to detailed design and is currently in the ground investigation phase. It is correct that the plans shared remain indicative at this stage, however NGET have committed to keeping the landowner informed as the Project develops. NGET confirm that the likely deviation from the indicative routes will be limited and will remain entirely within the extent of the plots indicated on the CPO plan.</p> <p>The location of the proposed cable route is to be in the proximity of the cycleway link and in land that is currently non-operational and allocated as a landscaping area. It is not anticipated that the installation of the cable will have any permanent impact on this use of the land. NGET will continue to maintain regular liaison with the landowner regarding the Project to identify if there are any concerns about its potential impact on their operations and to identify any necessary mitigation measures.</p> <p>4. NGET have been provided with plans detailing the Sustainable Drainage Systems (SUDS) installed in the CPO land. NGET have agreed to maintain a liaison throughout the design process of the scheme regarding any impact on the SUDS. However, NGET has also confirmed that the cable installation should have no permanent impact on the SUDS as currently installed on the land.</p> <p>5. It is not clear at the current time what areas of retained land would require access across the Project's working area. However, as confirmed at our recent meetings with the landowner's agent, NGET's contractor will install any necessary crossing points that are required to ensure that the landowner has essential access to their retained land. NGET has requested that the landowner's agent identifies any areas where access is required to retained land.</p>
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			of previous desktop analysis works carried out on the scheme to determine a suitable route corridor. The completion of the ongoing ground investigation works will allow the design team to establish a final route alignment, based on the outputs on the ongoing survey works, prior to the commencement of the cable installation works.
8-02	OBJ7 Mrs Anisa Hussain and Mr Azeem Sharif	<p>1. Owners of 197 Ferrars Road, plot 8-02</p> <p>2. Only limited information received about CPO in form of handwritten note placed through the letterbox</p> <p>3. CPO would prevent vehicular and pedestrian access to the house. One of the occupiers is disabled with restricted mobility and needs to be able to drive up to the property.</p> <p>4. There is a 6month old baby at the property who was born prematurely and has particular needs</p> <p>5. CPO would interfere with/spoil/damage the garden which is not acceptable or justifiable</p> <p>6. Presence of machinery and workmen would cause disturbance and impact our health and lead to a breach of Human Rights Act under protocol 1, Article 1 - Right to peaceful enjoyment of property - which cannot be justified on public policy terms</p> <p>7. Square meterage of land included in the CPO is disproportionate to the works proposed</p> <p>8. Matters raised cannot be addressed by compensation</p> <p>9. Request for proper hearing/inquiry</p>	<p>1. The current owners of 197 Ferrars Road only purchased the property immediately prior to the making of the CPO. NGET were not informed about this by the previous owner who we had been in regular communication with until after CPO notices had been issued. Their interest has now been noted and NGET have committed to providing them with all relevant project information.</p> <p>2. Prior to receipt of the objection, NGET had sent correspondence requesting contact but had not been able to meet or provide additional information. Following the identification of the new owners of 197 Ferrars Road, we have undertaken three site meetings to discuss the specific details of the works at the property and issued correspondence providing further information.</p> <p>The owners of the property have been provided with details of a single point of contact for any queries relating to the project as well as details of a dedicated general contact number for project enquiries and a link to the project website with all other relevant details.</p> <p>3. The extent of the land included in the CPO does affect the access to the property. However, NGET have confirmed that it is the intention that access will be maintained at all times.</p> <p>In order to ensure that this is possible, NGET and their principal contractor have agreed that prior to any construction access being taken, they will meet with the property owners to discuss the specific timing of the work, the boundary of any land NGET needs to occupy temporarily and to agree any necessary</p>

			<p>accommodation works to ensure that access to the property can be maintained.</p> <p>The comments about an occupier's specific mobility requirements are noted. NGET have committed to work with the property owners prior to and during the works to understand these requirements and ensure that any specific access needs are satisfied.</p> <p>4. The specific needs of the young baby at the property have been noted. NGET have agreed to work with the property owners to ensure that any particular requirements, such as access for a pram or pushchair, are taken into account and maintained throughout the works period.</p> <p>5. It is accepted that the project could impact upon the use of the property during the period that the cables are being installed in the adjoining land. This is a temporary impact only and NGET have committed to working with the property owners to minimise the interference over what should be a relatively short period of occupation of the land. NGET have provided information on the expected duration of the works in this locality and the proposed working hours.</p> <p>NGET have advised the property owners of their obligation to reinstate all land affected by the works to no worse a condition than it was prior to access being taken. A full condition survey will be undertaken and provided to the property owner detailing the condition of the area before the works commence.</p> <p>In addition, NGET have considered the property owners' request to install a new boundary fence along the full length of the property's boundary with the footpath regardless of the extent of the boundary hedges that are removed for the works. This has been agreed subject to the specific details being confirmed with the property owner and agreed prior to any works commencing on the land. Subsequent discussions are ongoing about the potential for a wall along the boundary instead of a fence.</p>
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			<p>the owner in relation to their disturbance from the land then NGET would seek to compensate them accordingly.</p> <p>9. NGET have met with the property owners and advised them about the proposals for an Inquiry.</p>
1-02, 1-03, 1-04, 1-05	<p>OBJ8</p> <p>MMH Contracting Limited</p>	<p>1. No objection to principle of the CPO</p> <p>2. CPO land could be located elsewhere, rather than using MMH land, and no evidence to show these alternative routes have been considered.</p> <p>3. CPO scheme will have significant detrimental impact on ability to operate effectively which cannot be compensated for by payment</p> <p>4. CPO provided is undated</p> <p>5. Unable to verify whether the CPO was made on 23 November as stated in a letter dated 29 November. Clarification sought on whether the statement of reasons was submitted when the CPO was made</p> <p>6. No evidence that NGET has given consideration to alternative means of siting the cables which would reduce the need for temporary construction rights to be purchased or for the compulsory purchase of rights to lay cables</p> <p>7. Does not agree that NGET have taken proportionate approach to the CPO</p> <p>8. Does not agree that NGET have established a compelling case in the public interest</p> <p>9. Plans only show the project boundary and not the precise location of the cables so not possible to identify whether cable</p>	<p>1. It is noted that MHH Contracting do not object to the principle of the CPO.</p> <p>2. NGET's proposal is to locate the cable in largely the same location as where the existing cables are currently situated, with the new cables being installed after the existing cables are decommissioned. The proposal is however to vary the route slightly to run straight out to Carlisle Street along the route of the footpath and former highway in order to remove the section that currently runs out across MHH's site entrance and under the wheel wash area. This should reduce the potential for future interference with the operations of the site.</p> <p>The other cables that run through MHH's land to the north (towards Petre Street) will be decommissioned and left in situ once the new cables have been installed and are in operation, with no new cables being proposed in that location.</p> <p>3. NGET attended a recent site meeting with the landowner's representatives to discuss the Project's proposals and the existing use of the land. It is accepted that the location where the cables are proposed to be installed is part of a critical access for MHH to the site. It is NGET's intention to continue to work with the landowner to manage the interaction of the project with MHH's operations and to minimise any disturbance caused.</p> <p>It is necessary to investigate the options to manage MHH vehicles entering the site. To this extent MHH have provided proposed costings for them to install a temporary haul road to</p>

		<p>rights are reasonably necessary or justify the need to expand existing cabling rights</p> <p>10. Pitsmoor sub-station can also be accessed via Carlisle Court and Garter Street - these routes should be considered as well.</p> <p>11. The proposed route has been designed to favour public highway land at the convenience of NGET</p> <p>12. Even though rights required are temporary, their impact could be fatal to the business</p>	<p>allow them to continue to access around the working area. NGET are considering these proposals and the costings.</p> <p>Due to the significant costs associated with the temporary haul road, NGET have also considered any alternative opportunities to manage the vehicle movements during our works. There is currently an alternative access to MHH's operational site although it is understood that MHH are restricted from utilising the alternative site access/egress point to Ruthin Street. NGET have made initial enquiries with the local authority to seek an agreement for them to lift this restriction to avoid the need for such an extensive temporary road construction. This proposal received an initial positive response from the local authority and NGET have suggested it to MHH as a potentially viable alternative to ensure that there is minimal interference with site activities while the Project is ongoing. MHH are yet to respond on this proposal.</p> <p>If agreement can be reached with MHH on the haul road or an alternative vehicle management solution, we expect that the concerns about the impact on the business can be alleviated</p> <p>4. NGET have confirmed that the CPO was made on 23 November 2023 and provided MHH with a link to the relevant project documents.</p> <p>5. NGET have confirmed the Statement of Reasons is dated 24th November 2023.</p> <p>6. The route for the replacement cables has been given a considerable amount of attention, starting with an initial review by NGET when the project was first proposed and continuing with recent investigations and the ongoing design process with the appointed contractor. The intention to locate the replacement cable in a similar location to the existing cable has been reached for a range of reasons such as constructability and the presence of other utility equipment.</p>
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			<p>With regards to the two specific alternatives that were suggested by MHH, these have both been considered and NGET have provided the following feedback:</p> <ul style="list-style-type: none">• Via Carlisle Court – This has been considered and discounted as a technically feasible option due to the presence of the existing significant retaining wall between the substation and Carlisle Street. If this route was chosen it would require the installation of the cables at significant depth under that part of the retaining wall with also a significant risk of potential impact to the retaining wall. This option would still require work in MHH's land to decommission the cables and would also have impacts on the other users of the private land at Carlisle Court.• Via Garter Street – This has been considered and is a sub-optimal solution as the existing access road, which is unadopted, contains both National Grid and Northern PowerGrid services limiting the available space for installation. Within the substation, the access to the operational land is also limited by the existing Northern PowerGrid building and would require unacceptably tight bends on the cables to access around the existing infrastructure. Additionally, from an operational perspective the site only has one entry and exit and any restrictions imposed by these works could introduce safety and operational risk to the site and supplies. As with the above option, this would still require work in MHH's land to decommission the current cables. <p>Despite the concerns highlighted above, NGET has however retained an alternative option to utilise the land at Garter Street should there be any unavoidable engineering issues on the preferred route through MHH's land, such as may be identified during the ground investigation surveys for the project. This alternative route is currently not the preferred route option for the cable for the reasons set out above.</p>
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			<p>7. It is NGET’s opinion that the rights sought within the CPO are reasonable and proportionate.</p> <p>NGET have also sought to negotiate voluntary land rights with MHH for the Project requirements in the form of a variation to the existing easement over the land. Proposed Heads of Terms were initially issued to the landowner in April 2023 and NGET continue to request a response or further negotiation on the proposals.</p> <p>8. This Statement sets out NGET's justification for promoting the Order and explains why, in NGET's opinion, there is a compelling case in the public interest for the use of compulsory purchase powers which it believes to be proportional.</p> <p>9. NGET have prepared and issued to the landowner a plan to show the location of the existing cables and the likely location of the proposed cable route within the CPO plots on MHH’s land. It is hoped that having the cable routes overlaid on this plan allows MHH to better understand the extent of the cables and the rights required.</p> <p>10. As set out above (response to point 6 on alternative cable routes considered), NGET have considered all available options for the routing of the cables including the use of the access to Pitsmoor Substation off Garter Street. The decision to utilise the same or similar route as the existing cables within MHH’s land is because it is the most appropriate route from an engineering perspective.</p> <p>11. NGET have looked to utilise the public highway for the siting of the cables elsewhere on the cable routes for the Project. At this location that cables are located within land formerly known as Scott Street, which is a stopped-up former public highway and remains the route of a footpath. NGET are aware that this is no longer public highway and the routing of the cables through MHH’s land was not based on any misunderstanding about the status of the former highway.</p>
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			<p>There is no other route for the cables from Pitsmoor Substation directly out to the publicly adopted highway network that would not involve crossing privately owned land.</p> <p>12. NGET require both temporary and permanent rights for the project, albeit that the permanent rights are largely located where the existing cable rights are present. The risk to the operations of the business are noted and, as set out in point 3 above, NGET are committed to working with MHH to agree the most appropriate way in which to manage site operations while construction activities for the Project are ongoing. If this can be agreed then NGET are confident that we can avoid any significant impact on the business operating from the site.</p>
1-06	<p>OBJ9</p> <p>Mr J. M. Windle</p>	<p>1. Objection to purchase of land off Garter Street</p> <p>2. No objection to installation of cables in the land wish to continue to use the land for business</p>	<p>1. NGET have met with and have written to Mr Windle to clarify that there is no intention to purchase the land off Garter Street. The Project is seeking rights only in the land.</p> <p>2. Noted that there is no objection to installation of cables in the land. NGET have confirmed to Mr Windle that the Project's proposals will not impact on the continued use of the land for the storage of equipment, vehicles and materials for the business.</p>
5-01, 5-01a, 5-04, 5-19, 5-24, 5-40, 6-03, 6-11, 7-01	<p>OBJ10</p> <p>South Yorkshire Mayoral Combined Authority</p>	<p>1. Plot 5-01 and 5-01a: if terms are agreed to vary the rights in relation to these plots voluntarily then the objection will be withdrawn</p> <p>2. Plot 5-04: discussions are being had with National Rail to ensure that all operational interests are suitably protected and objection will be withdrawn if outcome is satisfactory</p> <p>3. Plots 5-19, 5-24 and 5-40: land used by Supertram system which needs specific requirements for parties working on or close to system. Agreement needed that NGET will follow</p>	<p>1. NGET have agreed terms for a variation of the existing easement at plots 5-01 and 5-01a. The variation has been drafted and is expected to be completed by the date of the pre-inquiry meeting on 21 May 2024.</p> <p>2. No further concerns have been raised regarding the operational interests in plot 5-04 which relates to an access path over land at the transport interchange station.</p> <p>3. NGET are in discussion with the internal solicitor acting for South Yorkshire Mayoral Combined Authority over protective</p>

		processes outlined by South Yorkshire Supertram Limited regarding access, maintenance, renewal, decommissioning.	provisions for works at the tram tracks. Terms for the agreement are being proactively negotiated.
5-11, 5-12, 5-14	OBJ11 Forged Solutions Group	<ol style="list-style-type: none"> 1. Holding objection to ensure any work carried out on the land is mutually agreed by private treaty 2. Concerns over suggested works 	<ol style="list-style-type: none"> 1. NGET have confirmed to the landowner that we are committed to securing the necessary rights by mutual agreement. Terms to vary to existing easement were originally proposed to the landowner in October 2023 and updated terms were issued on March 2024. The proposal to vary the existing easement has been agreed in principle subject to the landowner receiving advice on the proposed terms from their solicitor. NGET have confirmed that they will reimburse the reasonable legal fees associated with this advice and have instructed their solicitor to contact the landowner's solicitor to progress discussions regarding the drafting of the variation of the easement. 2. NGET have requested confirmation over any specific concerns and have clarified to the landowner that the existing cables in this land are being decommissioned with no new cables being installed. It is anticipated that the concerns can be resolved by the landowner instructing their solicitor to review the proposed terms and provide confirmation that they will not adversely affect the operations at the site.

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (Pitsmoor-Wincobank-Templeborough
275 kV Cable Replacement Scheme) COMPULSORY PURCHASE ORDER 2023**

We hereby certify that:

1. LISTED BUILDINGS

- 1.1 The proposals in the Order will not involve the demolition, alteration or extension of any buildings which have been listed under section 1 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

2. BUILDINGS SUBJECT TO BUILDING PRESERVATION NOTICES

- 2.1 The proposals in the Order will not involve the demolition, alteration or extension of any buildings which are the subject of a buildings preservation notice.

3. OTHER BUILDINGS WHICH MAY BE OF A QUALITY TO BE LISTED

- 3.1 The proposals in the Order will not involve the demolition, alteration or extension of any buildings which may qualify for inclusion in the statutory list under criteria in The Principles of Selection for Listing Buildings (March 2010).

4. BUILDINGS WITH A CONSERVATION ORDER

- 4.1 The proposals in the Order will not involve the demolition of any buildings which are included in a conservation area designated under section 69 of the Planning (Listed Buildings and Conservation Areas) Act 1990 (or, as the case may be, section 70) and which require planning permission for demolition.

5. SCHEDULED MONUMENTS

- 5.1 The proposals in the Order will not involve the demolition, alteration or extension of any monuments which are scheduled under section 1 of the Ancient Monuments and Archaeological Areas Act 1979.

6. REGISTERED PARKS/GARDENS/HISTORIC BATTLEFIELDS

- 6.1 The proposals in the Order will not involve the demolition, alteration or extension of any parks, gardens or historic battlefields which are registered under section 8C of the Historic Buildings and Ancient Monuments Act 1953.

Womble Bond Dickinson (UK) LLP

8 December 2023

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (Pitsmoor-Wincobank-Templeborough
275 kV Cable Replacement Scheme) COMPULSORY PURCHASE ORDER 2023**

We hereby certify that:

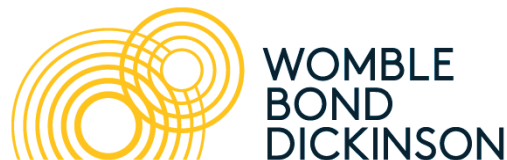
1. A notice in the Form numbered 7 in the Compulsory Purchase of Land (Prescribed Forms)(Ministers) Regulations 2004 (SI 2004 No. 2595) was published in two issues of the Sheffield Telegraph and Rotherham Advertiser dated **30 November 2023** and **7 December 2023** (being one or more local newspapers circulating in the locality). The time allowed for objections is not less than 21 days from the date of the first publication of the notice and the last date for them is **5 January 2024**. A notice in the same Form addressed to persons occupying or having an interest in the land was affixed to a conspicuous object or objects on or near the land comprised in the order on 30 November 2023 and from that date remained in place for a period of at least 21 days which is the period allowed for objections, the last date being **5 January 2024**.
2. Notices in the Form numbered 8 in the said Regulations were duly served on
 - (i) every owner, lessee, tenant and occupier of all land to which the order relates;
 - (ii) every person to whom the acquiring authority would, if proceeding under section 5(1) of the Compulsory Purchase Act 1965, be required to give a notice to treat; and
 - (iii) every person the acquiring authority thinks is likely to be entitled to make a claim for compensation under section 10 of the 1965 Act if the order is confirmed and the compulsory purchase takes place, so far as such a person is known to the acquiring authority after making diligent inquiry.

The time allowed for objections in each of the notices was not less than 21 days and the last date for them is **5 January 2024**. The notices were served by one or more of the methods described in section 6(1) of the 1981 Act.

3. Notices in the Form numbered 8 in the said Regulations were duly served by one or more of the methods described in section 6(4) of the 1981 Act. The time allowed for objections in each of the notices was not less than 21 days and the last date is **5 January 2024**
4. A copy of the order and of the map were deposited at Sheffield Central Library in Sheffield and Riverside Library in Rotherham on 30 November 2023 and will remain available for inspection until **5 January 2024**.
5. (1) A copy of the authority's statement of reasons for making the order has been made available to:
 - (a) all persons referred to in paragraph 2(i), (ii) and (iii) above
 - (b) as far as is practicable, other persons resident on the order lands, and any applicant for planning permission in respect of the land
- (2) Two copies of the statement of reasons are herewith forwarded to the Secretary of State.

Womble Bond Dickinson (UK) LLP

8 December 2023



Womble Bond Dickinson (UK) LLP

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Our ref:
JCB1/JCB1/472590.5

14 December 2023

The Planning Casework Unit
Department for Levelling Up, Housing and Communities
23 Stephenson Street
Birmingham
B2 4BH

BY EMAIL ONLY TO: PCU@levellingup.gov.uk

Dear DLUHC,

The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order 2023

1. Introduction

- 1.1 On 23 November 2023 National Grid Electricity Transmission PLC ("**NGET**") made The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order 2023 ("**the Order**"). The objection period for the Order expires on 5 January 2024 and the Order was submitted to the Secretary of State for Energy Security and Net Zero on 8 December 2023 to request confirmation. The Order has been made under the powers contained in the Electricity Act 1989.
- 1.2 The Order includes the acquisition of new rights over the land at plots 5-42, 5-42a, 6-01a and 8-06 which we consider to be Special Category - Open Space land under paragraph 6(5) of Schedule 3 to the Acquisition of Land Act 1981 ("**the 1981 Act**"). As new rights only are sought over these plots section 19 of the 1981 Act is not engaged.
- 1.3 This is NGET's application to request certification from the Secretary of State for Environment, Food and Rural Affairs that the abovementioned plots are exempt from special parliamentary procedure under the Act for the reasons set out in this letter.

2. Description of Open Space land

2.1 Plot 5-42

- 2.1.1 Plot 5-42 is described in the Order schedule (extract provided as **Enclosure 1**) as "approximately 18,013 square metres of vegetated area to the south of Blackburn Meadows Power Station and to the north of Blackburn Meadows Way including land beneath half width of the River Don, Sheffield" and is identified on the map of open space land (**Enclosure 2**).
- 2.1.2 The owner or reputed owner of the land is listed in the Order schedule as E.ON UK PLC, however, the land in question is not operational land. The land is listed as being occupied by both E.ON UK PLC and Sheffield City Council in respect of landscaping to the highway and the proposed Canal Cycleway Link ("**the proposed Cycleway**").

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- 2.1.3 The proposed Cycleway will run from the M1 Tinsley Viaduct at the southwest corner of the plot, parallel to Blackburn Meadows Way (northside) and end at the path that runs along the northern bank of the River Don.
- 2.1.4 The land also includes areas of open grassland and scrubland between Blackburn Meadows Power Station and Blackburn Meadows Way which could be used for public recreation. We do not have specific evidence of these areas being used for recreational purposes, however, we consider that the characteristics of the land, along with the Council's proposal to create a cycleway, cause it to fall under the definition of Open Space as set out in the 1981 Act.

2.2 Plot 5-42a

- 2.2.1 Plot 5-42a is a strip of land abutting the southwest corner of plot 5-42. It is described in the Order schedule as "approximately 117 square metres of vegetated area to the south of Blackburn Meadows Power Station and to the north of Blackburn Meadows Way Sheffield" and is identified on the Order map.
- 2.2.2 The owners or reputed owners of the land are listed in the Order schedule as both E.ON UK PLC and Network Rail Infrastructure Limited. The land is listed in the Order schedule as being occupied by both E.ON and Sheffield City Council in respect of landscaping and the proposed Cycleway.
- 2.2.3 Plots 5-42 and 5-42a are listed as separate plots due to the fact that Network Rail Infrastructure Limited have a presumed interest in plot 5-42a, but not in plot 5-42.
- 2.2.4 The land in plot 5-42a shares the same characteristics as the land in plot 5-42 and, as such, we consider it to fall under the definition of Open Space under the 1981 Act.

2.3 Plot 6-01a

- 2.3.1 Plot 6-01a is a parcel of land abutting the southern edge of the eastern end of plot 5-42. It is described in the Order schedule as "approximately 424 square metres of vegetated area to the south of Blackburn Meadows Power Station and to the north of Blackburn Meadows Way" and is identified on the Order map.
- 2.3.2 Plot 6-01a is listed as having the same owners or reputed owners and occupiers as plot 5-42a. The land in this plot also shares the same characteristics as plots 5-42 and 5-42a and is also subject to the Council's proposed Cycleway. As such, we consider that this plot also falls under the definition of Open Space under the 1981 Act.

2.4 Plot 8-06

- 2.4.1 Plot 8-06 is described in the Order schedule as "approximately 19,307 square metres of scrub land to the rear of Ferrars Road, Sheffield and west of the Templeborough Substation, Rotherham" and is identified on the Order map.
- 2.4.2 The owners or reputed owners are listed in the Order schedule as Speciality Steel UK Limited and "unknown" in relation to mines and minerals in part. The occupiers are listed in the Order schedule as Speciality Steel UK Ltd.
- 2.4.3 Plot 8-06 is a parcel of land which includes a footpath that is used by the public and runs from the end of Ferrars Road in a south easterly direction parallel to Chapel Flat Dike until it reaches the Templeborough substation at Balk Lane. The footpath is flanked by grassland and scrubland that could be used for public recreation. As with plot 5-42, we do not have evidence of this land being used recreationally by the public, however, we consider that the presence of the footpath and the characteristics of the plot cause it to fall under the definition of Open Space under the 1981 Act.

3. Purpose of Acquisition

- 3.1 NGET owns and operates existing electricity cables connecting three NGET substations. The existing electricity cables run from the substation at Pitsmoor via a NGET substation at Wincobank and to a substation at Templeborough.
- 3.2 The project is driven by the asset health of the existing three oil filled cable circuits which were commissioned in 1968 and are now past the end of their planned operational life. They need to be replaced to ensure the stability and reliability of the electricity transmission network in the local area and beyond. In some locations the cables are in close proximity to watercourses, posing a significant environmental hazard in the event of a leak.
- 3.3 The Order was made by NGET to support the project and whilst NGET seeks to avoid the use of compulsory purchase powers by negotiating with landowners by private treaty, in order to ensure the timely delivery of the Project it has been necessary to seek compulsory purchase powers. Negotiations to obtain, by agreement, the remainder of the necessary rights will continue in parallel to the compulsory purchase process.
- 3.4 Plots 5-42, 5-42a, 6-01a and 8-06 are required as part of the Order land because they are on the proposed new cable route. To deviate around them would cause disproportionate disruption to the surrounding area and prohibitive cost for NGET. NGET seeks to acquire new rights over these plots.
- 3.5 No exchange land is proposed to be provided.

4. Request for a Certificate

- 4.1 As set out above, the land which comprises plots 5-42, 5-42a, 6-01a and 8-06 will be used to route new electricity cabling between three existing sub-stations. In each case, once the new cables have been installed, the land will be returned to its previous state and public access will be capable of being exercised. The right to reinstate the land and to monitor reinstatement works has been included in the Rights to be acquired under the Order for each plot. As such, we consider that the land, when burdened with the rights required by NGET for the carrying out of the project, will be no less advantageous to the public than it was before. This is in accordance with paragraph 6(1)(a) to Schedule 3 of the 1981 Act.
- 4.2 As a result, it is not considered that the Order should be subject to special parliamentary procedure, and the Secretary of State is asked to certify accordingly under paragraph 6(1) to Schedule 3 of the 1981 Act that the provisions of paragraph 6(1)(a) to that schedule apply.
- 4.3 In order to assist with the consideration of this request we also enclose (in addition to Enclosures 1 and 2 above)
 - 4.3.1 The Order map (unsealed) which more clearly shows street names – **Enclosure 3**
 - 4.3.2 Statement of Reasons – **Enclosure 4**

A complete copy of the Order and Schedule can be provided if required.

If you have any queries regarding the request for a certificate or need any further information, please do not hesitate to contact Jonathan Bower on the above contact details.

Yours faithfully

Womble Bond Dickinson (UK) LLP

**The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme)
Compulsory Purchase Order 2023**

The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order 2023

The Electricity Act 1989

The Acquisition of Land Act 1981

National Grid Electricity Transmission PLC (company registration number 02366977 and in this Order called the "Acquiring Authority") makes the following Order-

- 1 Subject to the provisions of this Order, the Acquiring Authority is under section 10 and paragraph 1 of Schedule 3 of the Electricity Act 1989 ("the 1989 Act) hereby authorised to purchase compulsorily the land and the new rights over land described in paragraph 2 for the purposes of carrying on the activities authorised by its transmission licence under the 1989 Act, and more particularly for the purpose of decommissioning and replacing the existing underground electricity cables between Pitsmoor-Wincobank-Templeborough and associated works.
- 2 The land and new rights to be acquired:
 - (a) The land authorised to be purchased compulsorily under this Order is described in Table 1 of the Schedule hereto and delineated and shown coloured light pink and edged red on a map prepared in duplicate, sealed with the common seal of the Acquiring Authority and marked "Map referred to in the National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order 2023".
 - (b) The new rights to be purchased compulsorily over the land under this Order are described in Table 1 of the Schedule hereto in accordance with the definitions set out in paragraph 4 below. The land over which the new rights are to be purchased compulsorily is shown coloured light blue and edged red on the said map in accordance with the nature of rights described at paragraph 4 below.
- 3 Parts 2 and 3 of Schedule 2 to the Acquisition of Land Act 1981 are hereby incorporated into the Order, and references in the said Parts 2 and 3 to "the undertaking" shall be construed as including the works to be constructed by the Acquiring Authority in, on, over and under the land subject to this Order.
- 4 Where pursuant to this Order a new right is acquired by the Acquiring Authority it shall be exercisable at all times by the Acquiring Authority, its successors in title, lessees, licencees, assigns and those deriving title from them and all persons authorised by any of these.
- 5 In the Schedule to this Order, where a party's interest has already been identified and described in a plot then if they are identified in a later plot their address has not been repeated.
- 6 In Table 1 to the Order the following terms shall have the following meanings:

**The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme)
Compulsory Purchase Order 2023**

Defined Term	Description of Right
Cable Rights	<p>All rights necessary for the purposes of or incidental to the construction, installation, operation and decommissioning of electricity cables and the associated electricity infrastructure including fibre optic and Distributed Temperature Sensor fibre cabling together with any necessary auxiliary apparatus as required (hereinafter referred to as the Electric Cables), including:</p> <ol style="list-style-type: none"> 1. the right to excavate, construct and install the Electric Cables in, on, under or over the land, including ducting and using trenchless techniques such as horizontal directional drilling; 2. the right to decommission and/or remove existing electric cables, associated electricity infrastructure, electrical plant, structures and apparatus from that land; 3. the right to acquire any rights of profit a prendre which conflict with the operation of the cable rights, so as to suspend their operation during the exercise of the Cable Rights, to enable their execution without conflict with rights of profit a prendre but not otherwise; 4. the right to carry out ground strengthening and stabilisation works; 5. the right to excavate, construct and install Monitoring Pits in, on or under the land; 6. the right to access the land for the purposes of or incidental to surveying, constructing, installing, commissioning, operating, inspecting, maintaining, repairing, altering, renewing, replacing, removing or decommissioning the Electric Cables with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel; 7. the right to test and commission the Electric Cables and to remedy initial faults and defects in them at any time prior to the date on which it is energised and ready for commercial operation; 8. the right to retain, commission, operate, inspect, maintain, repair, alter, renew, replace, reinstate, make safe and remove or decommission the Electric Cables; 9. the right to all necessary rights of support for the Electric Cables and to prevent any works on or use of the land which may interfere with or damage or cause injury to the Electric Cables or which interferes with or obstructs access to the Electric Cables; 10. the right with or without vehicles, plant and equipment to carry out mitigation planting, maintaining and monitoring; 11. the right to enter the land and carry out surveys and investigations, including aerial surveys (including the right to fly an unmanned aircraft over the land and to enter and retrieve and recover any such unmanned aircraft from the land); 12. the right to carry out archaeological, environmental and/or ecological mitigation and/or works; 13. the right with or without vehicles plant and equipment to enter the land to access any adjoining land in connection with NGET's undertaking; 14. the right to bring onto the land, position and swing the jib of a crane loaded or unloaded through the airspace above the land for the purposes of constructing, installing and removing machinery and equipment; 15. the right to construct, lay down, use and remove temporary access roads and work areas including any necessary temporary bridging, culverting or diversion of water courses and drains;

**The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme)
Compulsory Purchase Order 2023**

	<p>16. the right to facilitate a footpath and/or cyclepath diversion;</p> <p>17. the right to erect and remove fencing, gates, hoardings, signage or other infrastructure;</p> <p>18. the right to install, use and remove security apparatus including cameras, audible warning systems any other necessary security apparatus;</p> <p>19. the right to erect and remove temporary lighting, temporary welfare structures and generators;</p> <p>20. the right to install and remove protection measures for third party structures/assets, including scaffolding;</p> <p>21. the right to divert and remove services and utilities;</p> <p>22. the right to install, use and remove artificial lighting;</p> <p>23. the right to carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems and to discharge water into existing drains and watercourses;</p> <p>24. the right with or without vehicles plant and equipment to fell, trim or lop all trees, bushes and vegetation and remove or alter walls, fences or any other structures or erections on the land which obstruct or interfere with the exercise of the rights granted; and</p> <p>25. the right to reinstate the land and to monitor reinstatement works.</p> <p>The Cable Rights may be acquired over such part of the Order Land plots described in Table 1 of the Schedule to the Order as may be necessary PROVIDED THAT the 'rights corridor' within which the Electric Cables shall be installed, retained and operated shall not exceed:</p> <ul style="list-style-type: none"> • 20m in width where trenchless installation techniques, such as horizontal directional drilling, are used for a single circuit; • 10m in width in all other cases; <p>PROVIDED FURTHER THAT the width restrictions at paragraphs 1 and 2 above shall not apply to the acquisition of any other rights described above, which rights may be acquired over such part of the Order Land plots described in Table 1 of the Schedule to the Order as may be necessary.</p>
<p>Construction and Operational Access Rights</p>	<p>All rights necessary to:</p> <ol style="list-style-type: none"> 1. access the land and adjoining Order land for the purposes of or incidental to the preparation, construction, installation and commissioning of the Electric Cables, decommissioning or removal of existing electric cables and associated electricity infrastructure, electrical plant, structures and apparatus from that land and for the purposes of operating, inspecting, maintaining, repairing, altering, renewing, replacing, removing or decommissioning the Electric Cables, carrying out dewatering and drainage works and

**The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme)
Compulsory Purchase Order 2023**

	<p>installing, altering or reinstating land drainage systems with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel;</p> <ol style="list-style-type: none"> 2. carry out works to facilitate such access including to construct, lay down, use and remove access roads including any necessary temporary lighting, temporary welfare structures, generators, temporary traffic signage and associated traffic management, temporary bridging, culverting or diversion of watercourses and drains, erecting fencing and gates, carrying out security operations, carrying out earth works, removing structures or apparatus, modifying road verges, junctions and bellmouths and installing, using, altering, diverting, and removing services and utilities; and 3. with or without vehicles plant and equipment to fell, trim or lop all trees, bushes and vegetation and remove or alter walls, fences or any other structures or erections on the land which obstruct or interfere with the exercise of the rights granted. 4. the right with or without vehicles plant and equipment to enter the land to access any adjoining land in connection with NGET's undertaking;
<p>Decommissioning and Access Rights</p>	<p>All rights necessary to:</p> <ol style="list-style-type: none"> 1. access the land and adjoining Order land for the purposes of or incidental to and to undertake the decommissioning or removal of existing electric cables and associated electricity infrastructure including bridges, carrying out de-watering and drainage works and installing, altering or reinstating land drainage systems with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel; 2. carry out works to facilitate such access including to construct, lay down, use and remove access roads including any necessary temporary lighting, temporary welfare structures, generators, temporary traffic signage and associated traffic management, temporary bridging, culverting or diversion of watercourses and drains, erecting fencing and gates, carrying out security operations, carrying out earth works, removing structures or apparatus, modifying road verges, junctions and bellmouths and installing, using, altering, diverting, and removing services and utilities; and 3. with or without vehicles plant and equipment to fell, trim or lop all trees, bushes and vegetation and remove or alter walls, fences or any other structures or erections on the land which obstruct or interfere with the exercise of the rights granted. 4. the right to bring onto the land, position and swing the jib of a crane loaded or unloaded through the airspace above the land for the purposes of constructing, installing and removing machinery and equipment; 5. the right with or without vehicles plant and equipment to enter the land to access any adjoining land in connection with NGET's undertaking;
<p>Construction and Compound Rights</p>	<p>All rights necessary for the purposes of or incidental to the construction, installation and commissioning of the Electric Cables and the decommissioning or removal of existing electric cables, associated electricity infrastructure, electrical plant, structures and apparatus including:</p>

**The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme)
Compulsory Purchase Order 2023**

	<ol style="list-style-type: none">1. the right to access the land and adjoining Order land for the purposes of constructing, placing and installing the Electric Cables, carrying out de-watering and drainage works and installing, altering or reinstating land drainage systems and commissioning the Electric Cables with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel;2. the right to carry out works to facilitate such access including to construct, lay down, use and remove access roads including any necessary temporary bridging, culverting or diversion of watercourses and drains, erecting fencing and gates, carrying out security operations, carrying out earth works, removing buildings or structures or apparatus, modifying road verges and junctions and installing, using, altering, diverting, protecting, and removing services and utilities;3. the right to erect, construct, use and remove a works compound which may include portable cabins and offices, and welfare facilities including portable toilets and electricity generators and the right to undertake ground strengthening or stabilisation works and to remove topsoil, adjust the height of the land and lay temporary surfaces to facilitate the exercise of those rights;4. the right to bring onto the land, position and swing the jib of a crane loaded or unloaded through the airspace above the land for the purposes of constructing, installing and removing machinery and equipment;5. the right to facilitate the horizontal directional drilling works where necessary with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel;6. the right to store, stockpile and, where necessary, use, manage and process plant, machinery, apparatus, materials (including excavated material) and/or equipment;7. the right to erect and remove fencing, gates, hoardings, signage or other infrastructure to secure the compound;8. the right to install, use and remove security apparatus including cameras, audible warning systems any other necessary security apparatus;9. the right to carry out de-watering and drainage works and install, alter or reinstate land drainage systems;10. the right to erect, use and remove septic tanks, soakaways and associated infrastructure and the right to treat effluent from site cabins and to discharge effluent into a soakaway;11. the right to discharge water into existing drains, watercourses and attenuation ponds;12. the right to install, use and remove artificial lighting;13. the right to install, use, alter, divert and remove services and utilities;14. the right to facilitate a footpath and/or cyclepath diversion;15. the right to install, use, alter and remove temporary traffic signage and associated equipment to manage construction traffic;16. the right to enter the land and carry out surveys and investigations, including aerial surveys (including the right to fly an unmanned aircraft over the land and to enter and retrieve and recover any such unmanned aircraft from the land);17. the right to carry out archaeological, environmental and/or ecological mitigation and/or works;18. the right with or without vehicles plant and equipment to fell, trim or lop all trees, bushes and vegetation and remove, or alter walls, fences or any other structures or erections on the land which obstruct or interfere with the exercise of the rights granted;19. the right to reinstate the land and to monitor reinstatement works; and
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**The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme)
Compulsory Purchase Order 2023**

	20. the right of support and protection for the compound.
Drainage Rights	All rights necessary to carry out de-watering and drainage works and install, retain, inspect, maintain, alter, reinstate or remove land drainage systems in, on or over the land, including the right to access the land with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel and the right to cut vegetation and remove obstacles which obstruct or interfere with the exercise of those rights.
Monitoring Pit Rights	<p>In respect of any existing cables which are decommissioned all rights necessary to:</p> <ol style="list-style-type: none"> 1. excavate, construct and install Monitoring Pits in, on or under the land; 2. the right to decommission and/or remove existing Monitoring Pits, associated electricity infrastructure, electrical plant, structures and apparatus from that land; 3. the right to acquire any rights of profit a prendre which conflict with the operation of the Monitoring Pit rights, so as to suspend their operation during the exercise of the Monitoring Pit Rights, to enable their execution without conflict with rights of profit a prendre but not otherwise; 4. the right to carry out ground strengthening and stabilisation works; 5. the right to access the land for the purposes of or incidental to surveying, constructing, installing, commissioning, operating, inspecting, maintaining, repairing, altering, renewing, replacing, removing or decommissioning the Monitoring Pits with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel; 6. the right to retain, commission, inspect, maintain, repair, alter, renew, replace, reinstate, make safe and remove or decommission the Monitoring Pit; 7. the right to all necessary rights of support for the Monitoring Pit and to prevent any works on or use of the land which may interfere with or damage or cause injury to the Monitoring Pit or which interferes with or obstructs access to the Monitoring Pit; 8. the right with or without vehicles, plant and equipment to carry out mitigation planting, maintaining and monitoring; 9. the right to enter the land and carry out surveys and investigations, including aerial surveys (including the right to fly an unmanned aircraft over the land and to enter and retrieve and recover any such unmanned aircraft from the land); 10. the right to carry out archaeological, environmental and/or ecological mitigation and/or works; 11. the right with or without vehicles plant and equipment to enter the land to access any adjoining land in connection with NGET's undertaking; 12. the right to bring onto the land, position and swing the jib of a crane loaded or unloaded through the airspace above the land for the purposes of constructing, installing and removing machinery and equipment; 13. the right to construct, lay down, use and remove temporary access roads and work areas including any necessary temporary bridging, culverting or diversion of water courses and drains; 14. the right to facilitate a footpath and/or cyclepath diversion; 15. the right to erect and remove fencing, gates, hoardings, signage or other infrastructure;

**The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme)
Compulsory Purchase Order 2023**

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|--|--|
| | <ol style="list-style-type: none">16. the right to install, use and remove security apparatus including cameras, audible warning systems any other necessary security apparatus;17. the right to erect and remove temporary lighting, temporary welfare structures and generators;18. the right to install and remove protection measures for third party structures/assets, including scaffolding;19. the right to divert and remove services and utilities;20. the right to install, use and remove artificial lighting;21. the right to carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems and to discharge water into existing drains and watercourses; and22. the right with or without vehicles plant and equipment to fell, trim or lop all trees, bushes and vegetation and remove or alter walls, fences or any other structures or erections on the land which obstruct or interfere with the exercise of the rights granted;23. the right with or without vehicles plant and equipment to enter the land to access any adjoining land in connection with NGET's undertaking; |
|--|--|

For the purposes of this definitions table and the Order

"electricity infrastructure" means the underground cables (including wires, earth wires, fibre optic cables and other communication cables, pipes, coatings and ducts), connections, cable draw pits, cable joints, cable marker posts, cable terminals, earth bonding and tape, drains, culverts, fibre optic pits, inspection boxes, trenches, marking bands, protective boards or tiles, jointing pits, link boxes, manholes, monitoring equipment, apparatus, conductors, supports, plant, equipment, pillars, warning tape, sheaths and other underground or overground equipment and apparatus associated with or ancillary to such underground cable

**The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order
2023**

Table 1

Number on Map (1)	Extent, description and situation of the land (2)	Qualifying persons under section 12(2)(a) of the Acquisition of Land Act 1981 – name and address (3)			
		Owners or reputed owners	Lessees or reputed Lessees	Tenants or reputed tenants (other than lessees)	Occupiers
5-42	Cable Rights in respect of approximately 18,013 square metres of vegetated area to the south of Blackburn Meadows Power Station and to the north of Blackburn Meadows Way including land beneath half width of the River Don, Sheffield	E.ON UK PLC See address at plot 5-27	None	None	E.ON UK PLC See address at plot 5-27 Sheffield City Council in respect of landscaping to highway and proposed Canal Cycleway Link See address at plot 1-01
5-42a	Cable Rights in respect of approximately 117 square metres of vegetated area to the south of Blackburn Meadows Power Station and to the north of Blackburn Meadows Way, Sheffield	E.ON UK PLC See address at plot 5-27 Network Rail Infrastructure Limited See address at plot 3-01	None	None	E.ON UK PLC See address at plot 5-27 Sheffield City Council in respect of landscaping to highway and proposed Canal Cycleway Link See address at plot 1-01
5-43	Construction and Operational Access Rights in respect of approximately 5,107 square metres of land at the Blackburn Meadows Wastewater Treatment Works, Sheffield	Yorkshire Water Services Limited See address at plot 5-22 Unknown in respect of mines and minerals in part	None	None	None

**The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order
2023**

Table 1

Number on Map (1)	Extent, description and situation of the land (2)	Qualifying persons under section 12(2)(a) of the Acquisition of Land Act 1981 – name and address (3)			
		Owners or reputed owners	Lessees or reputed Lessees	Tenants or reputed tenants (other than lessees)	Occupiers
6-01	Cable Rights in respect of approximately 823 square metres of railway embankment to the south of Blackburn Meadows Power Station and to the north of Blackburn Meadows Way, Sheffield	Network Rail Infrastructure Limited See address at plot 3-01	None	None	Network Rail Infrastructure Limited See address at plot 3-01
6-01a	Cable Rights in respect of approximately 424 square metres of vegetated area to the south of Blackburn Meadows Power Station and to the north of Blackburn Meadows Way, Sheffield	E.ON UK PLC See address at plot 5-27 Network Rail Infrastructure Limited See address at plot 3-01	None	None	E.ON UK PLC See address at plot 5-27 Sheffield City Council in respect of landscaping to highway and proposed Canal Cycleway Link See address at plot 1-01
6-02	Cable Rights in respect of approximately 968 square metres of land beneath to River Don north of Halfpenny Bridge, Sheffield	Unknown Yorkshire Water Services Limited as presumed riparian owner of half width of river See address at plot 5-22	None	None	None

**The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order
2023**

Table 1

Number on Map (1)	Extent, description and situation of the land (2)	Qualifying persons under section 12(2)(a) of the Acquisition of Land Act 1981 – name and address (3)			
		Owners or reputed owners	Lessees or reputed Lessees	Tenants or reputed tenants (other than lessees)	Occupiers
8-05	Construction and Operational Access Rights and Decommissioning Access Rights in respect of approximately 15 square metres of scrub land to the rear of 199 Ferrars Road, Sheffield	Coppen (Estates) Limited See address at plot 8-01	None	None	None
8-06	Cable Rights in respect of approximately 19,307 square metres of scrub land to the rear of Ferrars Road, Sheffield and west of the Templeborough Substation, Rotherham	Speciality Steel UK Limited 7 Fox Valley Way, Stocksbridge, Sheffield S36 2JA Co. Reg. No. 10491177 Unknown in respect of mines and minerals in part	None	None	Speciality Steel UK Limited (Co. Reg. No. 10491177) 7 Fox Valley Way, Stocksbridge, Sheffield S36 2JA
8-07	Approximately 22,056 square metres of land at the Templeborough Substation, Rotherham	Speciality Steel UK Limited See address at plot 8-06 Unknown in respect of mines and minerals in part	National Grid Electricity Transmission PLC, 1-3 The Strand, London WC2N 5EH	None	National Grid Electricity Transmission PLC, 1-3 The Strand, London WC2N 5EH
8-08	Construction and Operational Access Rights in respect of approximately 565 square metres of access track known as Balk Lane, Rotherham	Speciality Steel UK Limited See address in 8-06 Unknown in respect of mines and minerals	None	None	None

**The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order
2023**

Table 2

Number on Map (4)	Other qualifying persons under section 12(2a) of the Acquisition of Land Act 1981 (5)		Other qualifying persons under section 12(2a) of the Acquisition of Land Act 1981 – not otherwise shown in Tables 1 & 2 (6)	
	Name and Address	Description of interest to be acquired	Name and Address	Description of the land for which the person in adjoining column is likely to make a claim
5-42	None	None	<p>Unknown</p> <p>Northern Power Grid (Yorkshire) PLC See address at plot 1-01</p> <p>National Highways Limited See address at plot 5-14</p> <p>The Sheffield City Council See address at plot 5-06</p>	<p>In respect of covenants imposed before 16 March 1959 and still subsisting</p> <p>In respect of rights granted by a conveyance dated 18 January 1962</p> <p>In respect of rights granted by a transfer dated 02 July 2015</p> <p>In respect of a deed dated 21 October 1964 and 28 January 1970</p>

**The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order
2023**

Table 2

Number on Map (4)	Other qualifying persons under section 12(2a) of the Acquisition of Land Act 1981 (5)		Other qualifying persons under section 12(2a) of the Acquisition of Land Act 1981 – not otherwise shown in Tables 1 & 2 (6)	
	Name and Address	Description of interest to be acquired	Name and Address	Description of the land for which the person in adjoining column is likely to make a claim
5-42a	None	None	<p>Unknown</p> <p>Northern Power Grid (Yorkshire) PLC See address at plot 1-01</p> <p>National Highways Limited See address at plot 5-14</p> <p>The Sheffield City Council See address at plot 5-06</p>	<p>In respect of covenants imposed before 16 March 1959 and still subsisting</p> <p>In respect of rights granted by a conveyance dated 18 January 1962</p> <p>In respect of rights granted by a transfer dated 02 July 2015</p> <p>In respect of a deed dated 21 October 1964 and 28 January 1970</p>

**The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order
2023**

Table 2

Number on Map (4)	Other qualifying persons under section 12(2a) of the Acquisition of Land Act 1981 (5)		Other qualifying persons under section 12(2a) of the Acquisition of Land Act 1981 – not otherwise shown in Tables 1 & 2 (6)	
	Name and Address	Description of interest to be acquired	Name and Address	Description of the land for which the person in adjoining column is likely to make a claim
6-01a	None	None	<p>Unknown</p> <p>Northern Power Grid (Yorkshire) PLC See address at plot 1-01</p> <p>National Highways Limited See address at plot 5-14</p> <p>The Sheffield City Council See address at plot 5-06</p>	<p>In respect of covenants imposed before 16 March 1959 and still subsisting</p> <p>In respect of rights granted by a conveyance dated 18 January 1962</p> <p>In respect of rights granted by a transfer dated 02 July 2015</p> <p>In respect of a deed dated 21 October 1964 and 28 January 1970</p>
6-02	None	None	None	None

**The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order
2023**

Table 2

Number on Map (4)	Other qualifying persons under section 12(2a) of the Acquisition of Land Act 1981 (5)		Other qualifying persons under section 12(2a) of the Acquisition of Land Act 1981 – not otherwise shown in Tables 1 & 2 (6)	
	Name and Address	Description of interest to be acquired	Name and Address	Description of the land for which the person in adjoining column is likely to make a claim
8-06	<p>Together Commercial Finance Limited Lake View, Lakeside, Cheadle SK8 3GW Co. Reg. No. 2058813</p> <p>Greensill Capital (UK) Limited 1 Southampton Street, London WC2R 0LR Co. Reg. No. 08126173</p>	<p>In respect of a charge dated 16 August 2018 registered against title SYK284277</p> <p>In respect of a charge dated 19 April 2019 registered against title SYK284277</p>	<p>Unknown</p> <p>BOC Limited See address at plot 6-03</p> <p>National Grid Electricity Transmission PLC See address at plot 1-01</p> <p>Northern Power Grid (Yorkshire) PLC See address at plot 1-01</p>	<p>In respect of a conveyance dated 24 March 1986</p> <p>In respect of Deed of Exchange dated 01 October 1962</p> <p>In respect of a deed dated 20 January 1970</p> <p>In respect of underground cables and a deed dated 03 November 1958</p>
8-07	<p>Together Commercial Finance Limited See address at plot 8-06</p> <p>Greensill Capital (UK) Limited See address at plot 8-06</p>	<p>In respect of a charge dated 16 August 2018 registered against title SYK284277</p> <p>In respect of a charge dated 19 April 2019 registered against title SYK284277</p>	<p>Unknown</p> <p>BOC Limited See address at plot 6-03</p> <p>National Grid Electricity Transmission PLC See address at plot 1-01</p> <p>Northern Power Grid (Yorkshire) PLC See address at plot 1-01</p>	<p>In respect of a conveyance dated 24 March 1986</p> <p>In respect of Deed of Exchange dated 01 October 1962</p> <p>In respect of a deed dated 20 January 1970</p> <p>In respect of underground cables and a deed dated 03 November 1958</p>

**The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order
2023**

This Order includes land falling within special categories to which section 17(2), 18 or 19 of the Acquisition of Land Act 1981 applies, namely:

Number on map	Special category
5-42, 5-42a, 6-01a, 8-06	Open Space (Paragraph 6 of Part II of Schedule 3 to the Acquisition of Land Act 1981)

The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order
2023

The COMMON SEAL of
NATIONAL GRID ELECTRICITY
TRANSMISSION PLC

was hereunto affixed

in the presence of: **KATHRYN JONES**

Authorised Signatory



Member of the Board Sealing Committee

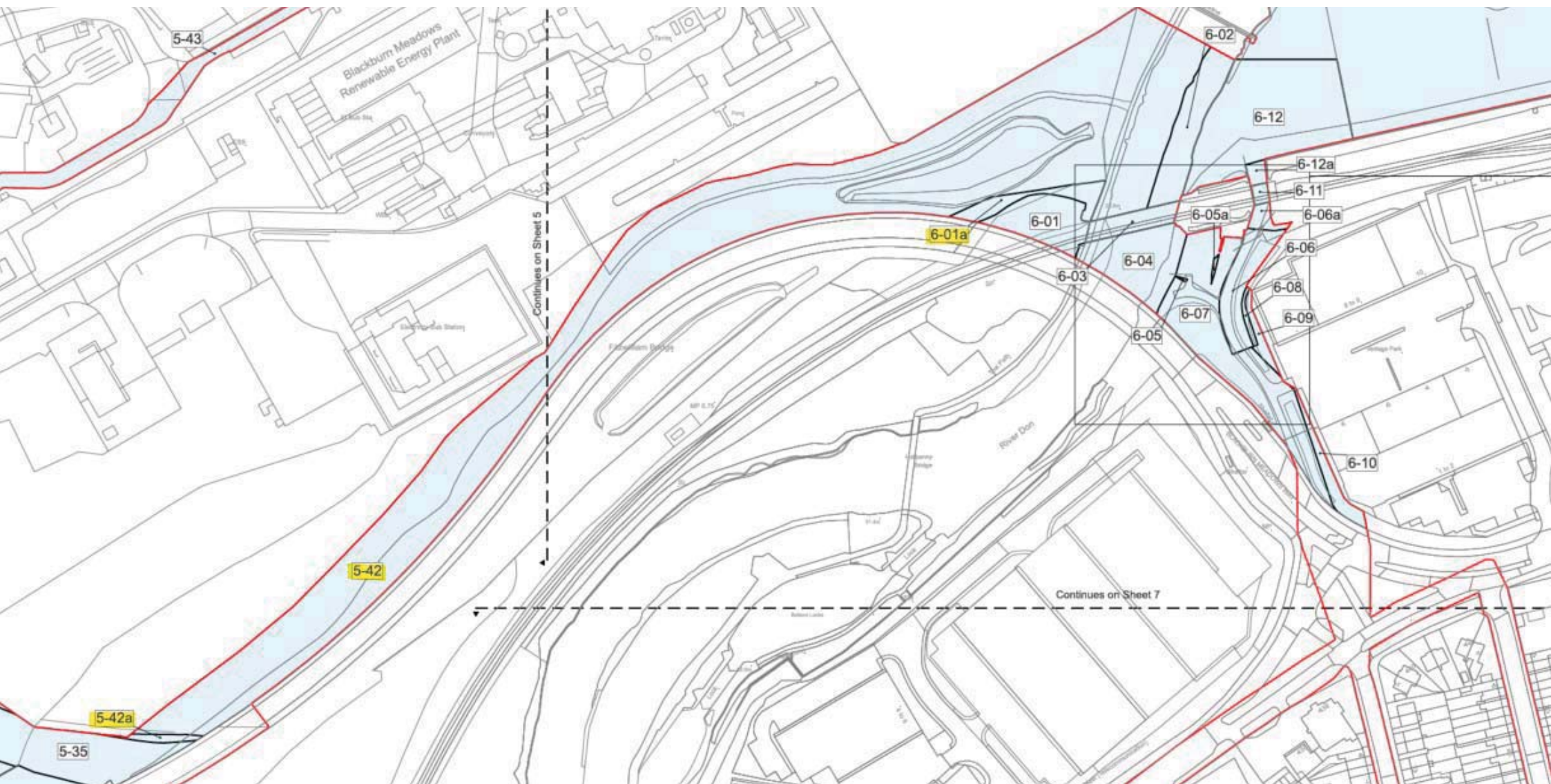
Dated:

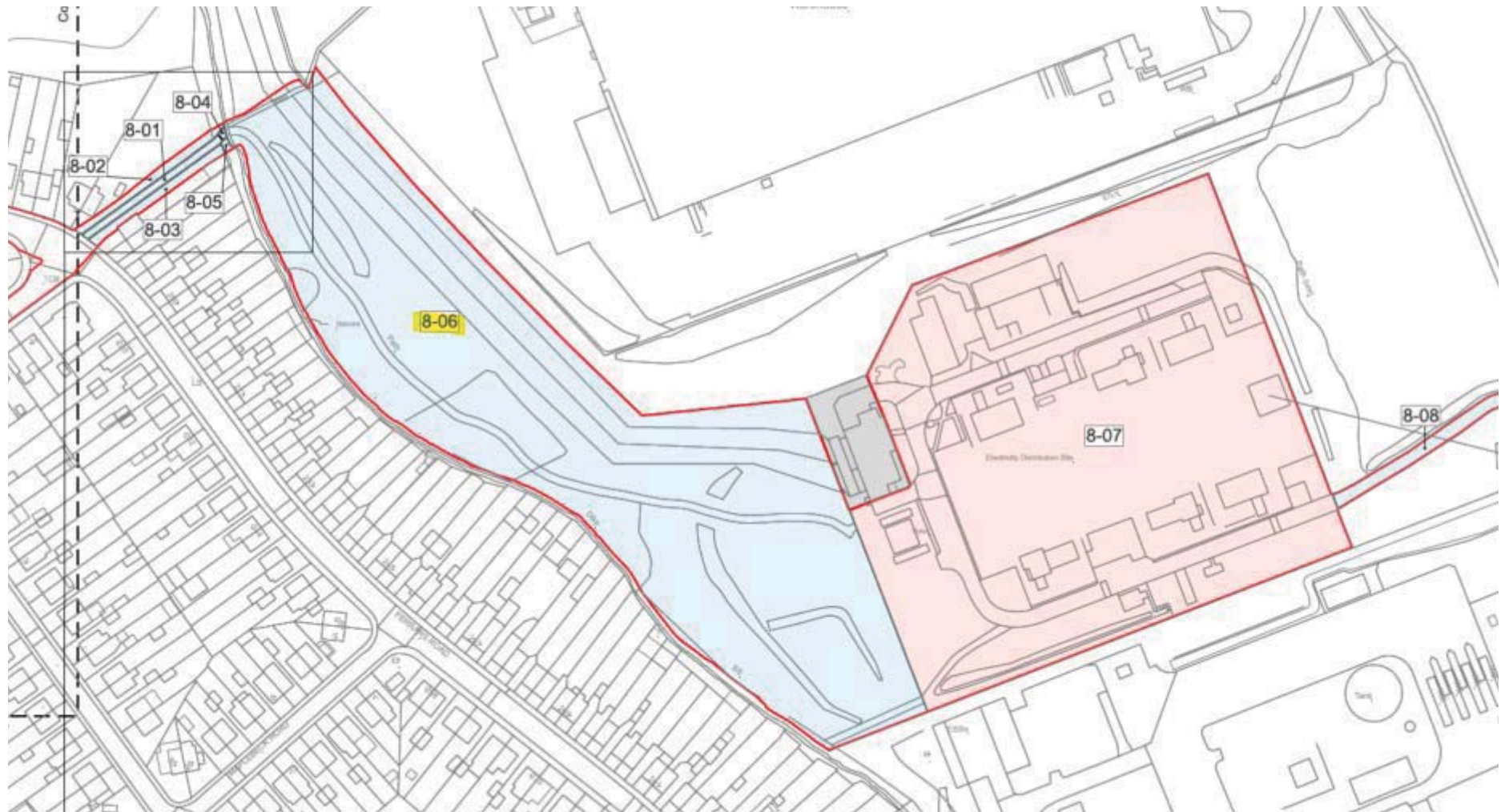
..... **23 November 2023**



NGET11672

Enclosure 2







Womble Bond Dickinson (UK) LLP

3 Temple Quay
Temple Back East
Bristol
BS1 6DZTel: 0345 415 0000
Fax: 0345 415 6900
DX: 200561 Bristol Temple Meadsgrace.billings@wbd-uk.com
Direct: +44 117 989 6677Our ref:
JCB1/GJB3/472590.5
Your ref:

18 March 2024

Mr McKenna,
For the Attention of Mr J McKenna
The Department for Energy Security and Net Zero
Energy Infrastructure Planning
Level 3
Orchard 2
1 Victoria Street
London
SW1A 0ET**By email only to John.McKenna@energysecurity.gov.uk**

Dear Mr McKenna,

The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order 2023 ("the Order")

Following our request to the Secretary of State for Energy Security and Net Zero ("**the Secretary of State**") for confirmation of the Order, we ask the Secretary of State to seek the consent of the Gas and Electricity Markets Authority ("**GEMA**") on behalf of our client, National Grid Electricity Transmission PLC ("**NGET**"), to the making of the order under paragraph 2 of Schedule 3 to the Electricity Act 1989 ("**the Act**").

1. Provisions of the Electricity Act 1989

Paragraph 2 of Schedule 3 of the Act provides that:

- (1) *No order shall be made under paragraph 1 above authorising the compulsory purchase of land belonging to another licence holder except with the consent of the Authority.*
- (2) *The Authority shall not give its consent under this paragraph if—*
 - (a) *the land is being used by the licence holder to whom it belongs for the purposes of an installation necessary for the carrying on of the activities which he is authorised by his licence to carry on; or*
 - (b) *it appears to the Authority that the land will be so used and that the use will commence, or any necessary planning permission or consent under section 36 or 37 of this Act will be applied for, within the period of five years beginning with the date of the application for his consent.*

2. Details of the relevant land for which GEMA's consent is sought

- 2.1 The land included within plots 5-27, 5-42, 5-42a and 6-01a of the Order ("**the Land**") is land owned by E.ON UK plc ("**E.ON**"). This land comprises approximately 207 square metres of land beneath the M1 Tinsley Viaduct, to the north and south of Alsing road, and approximately 18,554

square metres of vegetated land to the south of Blackburn Meadows Power Station and at Blackburn Meadows Wastewater Treatment works.

3. Details of the interests which are sought over the Land in the Order

Plot 5-27	Cable Rights in respect of approximately 207 square metres of land beneath the M1 Tinsley Viaduct south of Alsing Road, Sheffield
Plot 5-42	Cable Rights in respect of approximately 18,013 square metres of vegetated area to the south of Blackburn Meadows Power Station and to the north of Blackburn Meadows Way including land beneath half width of the River Don, Sheffield
Plot 5-42a	Cable Rights in respect of approximately 117 square metres of vegetated area to the south of Blackburn Meadows Power Station and to the north of Blackburn Meadows Way, Sheffield
Plot 6-01a	Cable Rights in respect of approximately 424 square metres of vegetated area to the south of Blackburn Meadows Power Station and to the north of Blackburn Meadows Way, Sheffield

4. Description of Rights in the Order and referred to in paragraph 3 above:

<u>Cable Rights</u>	<p>All rights necessary for the purposes of or incidental to the construction, installation, operation and decommissioning of electricity cables and the associated electricity infrastructure including fibre optic and Distributed Temperature Sensor fibre cabling together with any necessary auxiliary apparatus as required (hereinafter referred to as the Electric Cables), including:</p> <ol style="list-style-type: none"> 1. the right to excavate, construct and install the Electric Cables in, on, under or over the land, including ducting and using trenchless techniques such as horizontal directional drilling; 2. the right to decommission and/or remove existing electric cables, associated electricity infrastructure, electrical plant, structures and apparatus from that land; 3. the right to acquire any rights of profit a prendre which conflict with the operation of the cable rights, so as to suspend their operation during the exercise of the Cable Rights, to enable their execution without conflict with rights of profit a prendre but not otherwise; 4. the right to carry out ground strengthening and stabilisation works; 5. the right to excavate, construct and install Monitoring Pits in, on or under the land; 6. the right to access the land for the purposes of or incidental to surveying, constructing, installing, commissioning, operating, inspecting, maintaining, repairing, altering, renewing, replacing, removing or decommissioning the Electric Cables with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel; 7. the right to test and commission the Electric Cables and to remedy initial faults and defects in them at any time prior to the date on which it is energised and ready for commercial operation; 8. the right to retain, commission, operate, inspect, maintain, repair, alter, renew, replace, reinstate, make safe and remove or decommission the Electric Cables; 9. the right to all necessary rights of support for the Electric Cables and to prevent any works on or use of the land which may interfere with or damage or cause injury to the Electric Cables or which interferes with or obstructs access to the Electric Cables; 10. the right with or without vehicles, plant and equipment to carry out mitigation planting, maintaining and monitoring; 11. the right to enter the land and carry out surveys and investigations, including aerial surveys (including the right to fly an unmanned
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	<p>aircraft over the land and to enter and retrieve and recover any such unmanned aircraft from the land);</p> <ol style="list-style-type: none"> 12. the right to carry out archaeological, environmental and/or ecological mitigation and/or works; 13. the right with or without vehicles plant and equipment to enter the land to access any adjoining land in connection with NGET's undertaking; 14. the right to bring onto the land, position and swing the jib of a crane loaded or unloaded through the airspace above the land for the purposes of constructing, installing and removing machinery and equipment; 15. the right to construct, lay down, use and remove temporary access roads and work areas including any necessary temporary bridging, culverting or diversion of water courses and drains; 16. the right to facilitate a footpath and/or cyclepath diversion; 17. the right to erect and remove fencing, gates, hoardings, signage or other infrastructure; 18. the right to install, use and remove security apparatus including cameras, audible warning systems any other necessary security apparatus; 19. the right to erect and remove temporary lighting, temporary welfare structures and generators; 20. the right to install and remove protection measures for third party structures/assets, including scaffolding; 21. the right to divert and remove services and utilities; 22. the right to install, use and remove artificial lighting; 23. the right to carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems and to discharge water into existing drains and watercourses; 24. the right with or without vehicles plant and equipment to fell, trim or lop all trees, bushes and vegetation and remove or alter walls, fences or any other structures or erections on the land which obstruct or interfere with the exercise of the rights granted; and 25. the right to reinstate the land and to monitor reinstatement works.
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5. Discussions to date with the Licence Holders

- 5.1 NGET have been in discussions with E.ON about the project proposals since October 2022. This includes negotiations with E.ON's appointed agent. Negotiations for voluntary acquisition of an easement over the land are being actively pursued and NGET is confident that agreement will be reached.
- 5.2 The Land is outside the extent of E.ON's operational land and is used for landscaping. NGET have been made aware that E.ON as the owner of the Land is entering into a landscaping lease with Sheffield City Council which will be for a period of 30 years. The Land also contains the sustainable drainage system for the adjacent CHP Power Plant. There is no evidence to suggest that E.ON plan to use the Land for their operations at any time in the next five years.

6. Conclusions

- 6.1 Whilst paragraph 2(1) of Schedule 3 to the Act applies to the acquisition of the Land over which E.ON as the owner has a freehold interest, paragraph 2(2)(a) of Schedule 3 to the Act does not apply because the land is not held by E.ON for the purposes of an installation necessary for the carrying on of the activities which it is authorised by its licence to carry on.
- 6.2 Further to this, paragraph 2(2)(b) of Schedule 3 to the Act does not apply as it does not appear that the land will be so used, or that the use will commence, or any necessary planning permission or consent under s36 or s37 of the Act will be applied for, within the period of five years beginning with the date of this application for consent.

- 6.3 The Secretary of State is therefore asked to request the consent of GEMA to the making (confirmation) of the Order under paragraph 2 of Schedule 3 of the Act.
- 6.4 An additional copy of the following documents are included for this purpose:
- 6.4.1 The Order;
 - 6.4.2 The Order Maps; and
 - 6.4.3 The Statement of Reasons.
- 6.5 If GEMA requires any additional information to allow them to reach a decision on providing their consent to the confirmation of the Order, please contact Jonathan Bower or Grace Billings of this firm, whose details appear above.

Yours sincerely

A handwritten signature in cursive script that reads "Grace J. Billings".

Grace Billings
Solicitor
Womble Bond Dickinson (UK) LLP

**The National Grid Electricity Transmission PLC (Pitsmoor-WincoBank-Templeborough 275 KV
Cable Replacement Scheme) Compulsory Purchase Order 2023**

OBJECTIONS AND FORMAL RESPONSES

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OBJ3
National Highways



National Highways Limited
Calder View House
Calder Park
Peel Avenue
Wakefield
WF2 7UA

2nd January 2024

John McKenna
The Department for Energy Security and Net Zero
Energy Infrastructure Planning
Level 3, Orchard 2
1 Victoria Street
London
SW1A 0ET

By email to: john.mckenna@energysecurity.gov.uk

Dear Sir,

The National Grid Electricity Transmission PLC (Pitsmoor – Wincobank – Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order 2023

National Highways Limited (“**National Highways**”) is an arms-length government owned company responsible for the ownership, management and improvement of England’s motorways and major A-roads, collectively referred to as the strategic road network (“**SRN**”). The SRN comprises over 4,500 miles of road sitting at the core of the national transport system, connecting all major economic and resource centres with key markets and conurbations. The SRN is the most heavily used part of the national road network, carrying a third of all traffic and two-thirds of all freight totalling approximately 4 million journeys a day. It provides businesses with the means to get products and services to their customers, gives access to labour markets and suppliers, and encourages trade and new investment. It is also a complex network of highway structures, drainage and attenuation apparatus and telemetry and electronic communication assets. In short, the SRN is a critical piece of economic infrastructure, vital to the nation’s connectivity and the means for generating economic growth.



National Highways is appointed pursuant to section 1 of the Infrastructure Act 2015 to act as the highway authority, traffic authority and street authority for the SRN. The effect of this appointment is to make National Highways the statutory custodian of this national asset, conferring on it the status and legislative functions of a strategic highways company.

As a strategic highways company, NH must comply with a number of general and specific statutory duties (pursuant to the Infrastructure Act 2015), including to:

- (a) *co-operate in so far as reasonably practicable with other persons exercising functions which relate to highways or planning;*
- (b) *have regard to the effect of the exercise of its functions on the environment;*
- (c) *have regard to the effect of the exercise of its functions on the safety of users of highways.*

The Secretary of State for Transport may from time to time give a strategic highways company directions or guidance as to the manner in which it is to exercise its statutory duties and functions. For the purposes of directing the functions as regards the SRN, these directions are contained in its 2015 Licence. The directions contained in the 2015 Licence are mandatory and are regulated by the Office of Road and Rail. They include:

- (a) *Paragraph 4.1 - The network for which the Licence holder is responsible is a critical national asset, which the Licence holder must operate and manage in the public interest, in respect of both current activities and needs and in providing effective stewardship of its long-term operation and integrity;*
- (b) *Paragraph 4.2 – Without prejudice to the general duties on the Licence holder under section 5 of the Infrastructure Act 2015, the Licence holder must, in exercising its functions and complying with its legal duties and other obligations, act in a manner which it considers best calculated to:*
 - i. ensure the effective operation of the network;*
 - ii. ensure the maintenance, resilience, renewal and replacement of the network;*
 - iii. ensure the improvement, enhancement and long-term development of the network;*
 - iv. ensure efficiency and value for money;*
 - v. protect and improve the safety of the network;*
 - vi. co-operate with other persons or organisations for the purposes of co-ordinating day-to-day operations and long-term planning;*
 - vii. minimise the environmental impacts of operating, maintaining and improving its network and seek to protect and enhance the quality of the surrounding environment;*

- viii. conform to the principles of sustainable development.
- (c) Paragraph 5.37 – *The Licence holder must hold and manage land and property in line with, and as a function of, the Licence holder’s legal duties as a highway authority, and solely for the purposes of operating, managing and improving the highway, unless otherwise approved by the Secretary of State for Transport.*

More particularly sections 41 and 130 of the Highways Act 1980 contain respectively a statutory duty for National Highways to ensure it maintains the SRN to the appropriate/sufficient standard, free from any hazards so it is safe to use, and a statutory duty to assert and protect the rights of the public in use and enjoyment of the SRN.

Section 16 of the Traffic Management Act 2004 contains a statutory Network Management Duty for National Highways to manage the SRN with a view to achieving, so far as may be reasonably practicable having regard to National Highways’ other obligations, policies and objectives, securing the expeditious movement of traffic on the SRN and facilitating the same on roads where another authority is the traffic authority. In order to achieve this, the action National Highways may take in performing that duty includes that which National Highways considers will contribute to securing the more efficient use of the SRN or avoidance, elimination or reduction of disruption to the above relevant roads and may involve the exercise of any power to regulate or co-ordinate the uses made of any road (or part of a road) in the road network (whether or not the power was conferred on them in their capacity as a traffic authority).

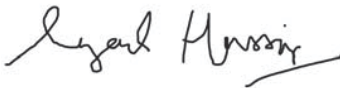
Section 17 of the Traffic Management Act 2004 requires that National Highways shall make such arrangements as they consider appropriate for planning and carrying out the action to be taken in performing its Network Management Duty and has to establish processes to, as far as reasonably practicable, identify things (including future occurrences) which are causing, or have potential to cause SRN congestion or other disruption to the movement of traffic on it and consider any possible action that could be taken in response to (or anticipation of) anything so identified, e.g. in the event National Highways considers this particular statutory duty may not be met. Supplementary to this, 4.2 of National Highways’ statutory licence requires National Highways to act in a manner which it considers best calculated to ensure the effective operation of the SRN. To comply with this, Paragraph 5.1 states that National Highways should seek to minimise disruption to road users that might reasonably be expected to occur as a result of planned or unplanned disruption to the network, as well as proactively and reactively provide relevant, accurate and timely information about traffic and conditions on the SRN to road users, including when there is disruption.

This range of duties demonstrates that National Highways must always protect road users/the SRN and ensure the SRN retains its integrity, is free from hazard/safe to use

and is available for continual uncongested use all year round subject to precise terms of its Network Management Duty which means NH is duty bound to consider carefully any activity that has the potential to impact on any of NH's statutory duties.

Whilst National Highways does not object to the principle of National Grid Electricity Transmission's proposals, it does have concerns as to the wide range of powers being sought over the SRN and is particularly concerned over any unregulated access to the network which would pose significant safety risks for National Highways' customers as well as anyone carrying out those works. As such, National Highways must object to the Order in its current form but will seek to engage with National Grid Electricity Transmission with a view to reaching a mutually acceptable compromise position.

Yours sincerely



Sujad Hussain
Project Manager

Sujad Hussain
National Highways Limited
Calder View House
Calder Park
Peel Avenue
Wakefield
WF2 7UA

BY EMAIL

08 March 2024

Your Ref:

Ref: OBJ3

Dear Sujad,

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (PITSMOOR-WINCOBANK-TEMPLEBOROUGH 275 KV CABLE REPLACEMENT SCHEME) COMPULSORY PURCHASE ORDER 2023
LAND AT M1 TINSLEY VIADUCT**

We write in response to your letter of objection submitted on 02 January 2024 in relation to the above compulsory purchase order (CPO) and further to our meeting on 22 February 2024.

Thank you for the information provided regarding the responsibilities that National Highways have in managing the Strategic Road Network. It is our intention to work with you throughout the project to ensure that these responsibilities are not compromised by the essential works comprised in National Grid's cable replacement project.

Following our meeting, we understand that the principal objection to the scheme from National Highways would be in relation to the ongoing security for the viaduct structure. We appreciate that this is critical national infrastructure and is therefore subject to strict security provisions including continuous monitoring of security cameras and an associated rapid response should any unauthorised access be taken to the land beneath the motorway.

We can confirm that National Grid will not remove any of the camera equipment under the viaduct or require it to be turned off during the works. We can agree to provide you with advance notification of any period when construction activities will be undertaken in this location so that both Sheffield City Council and National Highways are aware of the zones that may be occupied at any particular time.

As there is no work to be undertaken on the actual road network, we note that you do not need to formally approve any RAMS documents or enter into a memorandum of understanding for the works. However, we will continue to liaise with your colleague, Derek Wilmott, and forward all relevant RAMS for your awareness. When construction activities are ongoing on site, we will liaise with your construction assurance managers to facilitate regular site inspections during the works, ensuring also that they have hard copies of any RAMS documents as requested by Derek to produce during any spot inspections that may be undertaken.

Finally, in terms of permanent rights, these would not significantly differ from the existing rights that are in place for the cables located under the motorway. Any new cables would be subject to the same routine foot patrol inspections as are currently undertaken on the cables that are in situ and the existing cables will be decommissioned.

I hope that the above adequately answers each of the points that you have raised in your objection letter. However, if you need any additional information or would like clarification on any of the points raised, then we would be happy to discuss this further.

In particular, we hope that the responses provided above will allow you to withdraw your objection to the CPO. Please let us know if you require any further information to be able to withdraw the objection.

Yours sincerely,



Neal Salomon

Consultant Land Officer
Bell Ingram on behalf of National Grid

OBJ4
Network Rail Infrastructure Limited

3 January 2024

The Secretary of State for Energy Security and Net Zero
The Department for Energy Security and Net Zero
Energy Infrastructure Planning
1 Victoria Street
London
SW1A 0ET

Dear Sir / Madam

**The National Grid Electricity Transmission plc (Pitsmoor-Wincobank-Templeborough
275kV Cable Replacement Scheme) Compulsory Purchase Order 2023 ("CPO")**

I write on behalf on Network Rail Infrastructure Limited ("**Network Rail**") in relation to the above CPO.

Network Rail objects to the above CPO on the ground that operational railway land may be adversely affected.

Network Rail reserves the right to produce additional and further grounds of objection when further details of the Order and their impact on Network Rail property are available.

Network Rail has also made representations to the Railways Directorate of The Department of Transport under Section 16 and Schedule 3 Par 11 of the Acquisition of Land Act 1981.

Yours faithfully

Charlotte Jones
Associate
for Addleshaw Goddard LLP

Direct line +44 (0)113 209 2655
Email charlotte.jones@addleshawgoddard.com

10-79067048-1

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OBJ5
BOC Limited

F.A.O. Mr John McKenna (on behalf of The Secretary of State for Energy Security and Net Zero)
The Department for Energy Security and Net Zero
Energy Infrastructure Planning
Level 3, Orchard 2
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London
SW1A 0ET

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E info@fieldfisher.com
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By Email only to John.McKenna@energysecurity.gov.uk

Our Ref: UK01-2002969.00045
Your Ref: Sheffield Cables Replacement Project

John Bowman
Partner
+44 (0)330 460 6946 (Direct Dial)
+44 (0)7714 126825 (Mobile)
john.bowman@fieldfisher.com

3 January 2024

Dear Sirs

**Fieldfisher LLP on behalf of BOC Limited ("BOC")
The National Grid Electricity Transmission PLC (Pitsmoor-WincoBank-Templeborough 275 KV Cable Replacement Scheme) Compulsory Purchase Order 2023 (the "Order")**

Fieldfisher LLP represent BOC. We write further to the letter dated 29 November 2023 and the notice dated 30 November 2023 from National Grid Electricity Transmission Plc ("**NG**").

BOC is the largest provider of industrial, medical and special gases in the UK and Ireland. As well as atmospheric gases, BOC supply thousands of different types of gas, and gas mixtures to more than 400,000 customers in an enormous range of industries. With a network of major production facilities, distribution centres and retail stores across the UK and Ireland, BOC supplies compressed, bulk and pipeline gases, chemicals, engineering solutions and associated equipment.

Objection

BOC objects to the Order given the absence of acceptable contractual arrangements with NG to ensure that all of BOC's pipelines (including water supply conduits) and other apparatus (the "**Infrastructure**") and associated land rights and restrictive covenants (the "**Rights**") that may be affected by the Order are protected and the Infrastructure can remain operational at all times.

In particular, at this stage BOC has the following concerns:

1. Land to be compulsorily acquired

The land identified for compulsory acquisition (identified on the Order plan 8 as parcel 8-07) sits immediately adjacent to and may overlap with the Rights designed to safeguard the safety of and access to BOCs nitrogen, oxygen and water pipelines.

If any of BOC's existing rights to operate and/or access the Infrastructure are extinguished (either in part or in full) under the Order without equivalent replacement rights being granted, BOC may become unable to properly or safely operate its Infrastructure and / or carry out maintenance and emergency works. This could ultimately become hazardous / result in a breach of health and safety requirements, and / or lead to an inability to supply critical gases to the ultimate end-user (a steel producer).

2. Rights to be created

Where NG seeks to create rights pursuant to the Order, BOC has Infrastructure beneath parts of Balk Lane and adjacent to Balk Lane, and a right of access along Balk Lane.

To ensure the safe operation of the Infrastructure underneath Balk Lane, BOC will require that NG lorry movements are subject to maximum loading restrictions. In addition, to the extent that such NG lorry movements present any risk to the Infrastructure, BOC will require NG to carry out and pay for any necessary road strengthening works and make good / indemnify BOC for any damage caused. To avoid conflict between NG traffic movements and the Rights, BOC will require NG to agree that any necessary access to the Infrastructure will not be impeded.

Before BOC will be able to withdraw this objection, it will require NG to complete a protective provisions agreement with BOC to address these concerns.

Please can all further correspondence relating to the Order be sent to John Bowman at Fieldfisher (details above) and Emily Tetley-Jones (emily.tetley-jones@fieldfisher.com).

Yours faithfully



Fieldfisher

OBJ6
E.ON UK PLC

Our Ref: LA/JB/104261-075

Your Ref:

4th January 2024

Mr John McKenna
On behalf of the Secretary of State for-
-Energy Security and Net Zero
The Department for Energy Security and Net Zero
Energy Infrastructure Planning
Level 3, Orchard 2
1 Victoria Street
London, SW1A 0ET

FISHER GERMAN LLP
The Estates Office
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fishergerman.co.uk

Issued by special delivery & by email

Dear Mr McKenna,

**FORMAL WRITTEN OBJECTION - THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC
(PITSMOOR – WINCOBANK - TEMPLEBOROUGH 275 KV CABLE REPLACEMENT SCHEME)
COMPULSORY PURCHASE ORDER 2023**

Fisher German are instructed by E.ON UK PLC (our Client) to submit this objection to John McKenna (on behalf of the Secretary of State for Energy Security and Net Zero) in respect of The National Grid Electricity Transmission Plc (Pitsmoor – Wincobank - Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order 2023.

We note that the objection period for the Compulsory Purchase Order ends on 5th January 2024 and this objection is submitted within this timeframe.

We are the duly authorised agents to the objector to the Scheme and ask you to confirm, as soon as possible, if you feel that there is anything legally or administratively wrong with the objection or if you require it in any different form.

This objection is in relation to our Client's freehold interest in Plot Numbers 5-27, 5-29, 5-42, 5-42a, 6-01a within the Order and collectively known as Blackburn Meadows Power Station Site, Alsing Road, Sheffield (part of the registered Title Number SYK534837).

Whilst our Client does not object the principal of the scheme there are a number of pertinent issues and specific grounds for objection which we request are considered as part of the determination of the CPO. I now set out these grounds for objection below:

1. There has been a lack of reasonable attempts to acquire interests by agreement from our Client. To date we have received draft Heads of Terms and a financial offer, to which we have

responded on behalf of our client with a counteroffer and await a response. Whilst an objection to a CPO is not the appropriate forum to discuss the detail of financial compensation, it is appropriate to consider whether reasonable attempts to negotiate have been made.

2. We have not received any design plans or confirmation of the final cable route alignment; they are currently marked as indicative on the plans provided and so it is not possible to properly assess the impact of the scheme or any mitigation measures that may be reasonably necessary to protect our Client's operations.
3. There is currently insufficient detail on scheme works and what mitigation measures will be taken to ensure our client's sustainable drainage systems (SUDS) will not be impacted by the installation of the cable.
4. It is not clear whether access will be maintained to the retained land during construction of the scheme.
5. There has been no engagement with respect to accommodation works and appropriate reinstatement of the land following completion of the proposed works.
6. It is not clear how the scheme will impact the landscaping and path developed as part of the adjoining highway scheme (Blackburn Meadows Way).
7. We are aware that intrusive ground investigations are proposed but to date none have been undertaken so it is not clear as to whether the ground conditions are suitable for the proposed scheme.

We welcome continued negotiations with the acquiring Authority in order to address our concerns and seek suitable assurances that would allow us to withdraw our objections in advance of Public Inquiry.

Yours sincerely,



James Boddington MRICS FAAV
Associate Partner
For and on behalf of Fisher German LLP

m: 07870 807405

e: james.boddington@fishergerman.co.uk

cc. E.ON UK Plc

James Boddington
Fisher German LLP
The Estates Office
Norman Court
Ashby de la Zouch
Leicestershire
LE65 2UZ

08 March 2024

Your Ref: LA/JB/104261-075

Ref: OBJ6

Dear James,

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (PITSMOOR-WINCOBANK-TEMPLEBOROUGH
275 KV CABLE REPLACEMENT SCHEME) COMPULSORY PURCHASE ORDER 2023
YOUR CLIENT: E.ON UK PLC
LAND AT BLACKBURN MEADOWS WAY**

We write in response to your letter of objection submitted on 04 January 2024 on behalf of your above client in relation to the above compulsory purchase order (CPO).

In the intervening period since the date of your objection letter we have had a number of meetings and discussions about the scheme with you and your colleague Lucy Anthony. Hopefully these meetings will have answered some of the points raised in your letter, but we now also respond to each of the points of objection:

1. Acquisition by Agreement

National Grid remains committed to securing the necessary rights for the project by agreement and this agreement can include any other reasonable protections that your client may require.

We have had discussions with Lucy regarding the reasoning behind our previous offer and about her valuation of the rights. A revised offer and updated Heads of Terms has been issued and we can continue to discuss this accordingly.

2. Cable Route Alignment

As discussed at our recent Teams meeting with yourselves and our client's main works contractor, the project is still subject to detailed design and is currently in the ground investigation phase. You are correct that the plans shared to date remain indicative at this stage, however we will keep you informed as the project develops. I can confirm that the likely deviation from the indicative routes will be limited and will remain entirely within the extent of the plots indicated on the CPO plan.

The location of the proposed cable route is to be in the proximity of the cycleway link and in land that is currently allocated as a landscaping area. It is not anticipated that the installation of the cable will have any permanent impact on this use of the land. However, we will continue to maintain regular liaison with you regarding the project and if there are any concerns about its potential impact on your client's operations please let us know and we can work together to identify any necessary mitigation measures.

3. Impact on Sustainable Drainage Systems (SUDS)

Thank you for providing copies of the plans of your client's SUDS systems. As agreed at our recent meeting, we will maintain a liaison throughout the design process of the scheme regarding this matter. However, the project has confirmed that the cable installation should have no permanent impact on the SUDS as currently installed on the land.

4. Access to Retained Land

It is not clear at the current time what areas of retained land would require access across the project's working area. However, as confirmed at our recent meeting, the contractor can install any necessary crossing points that are required to ensure that your client has essential access to their retained land. It would assist if you are able to please identify any areas where access is required to retained land.

5. Accommodation Works and Reinstatement

Discussions about accommodation works or reinstatement requirements are progressing with the ongoing discussions about impacts. Please confirm if there are any specific accommodation works requirements beyond access requirements (about which we have sought further information above).

The land will be reinstated to its existing condition on completion of the works and we can discuss and agree an appropriate reinstatement plan prior to construction commencing on site. Likewise, National Grid will look to agree all necessary accommodation works requirements prior to the works commencing on site. As we understand this to be on your client's non-operational land, we do not anticipate any extensive accommodation works will be required, but please let us know of any requirements at your earliest convenience and we can start preparing accommodation works plans and schedule for this land.

6. Impact on Landscaping and Path

The scheme will not have any permanent impact on the landscaping and path developed as part of the adjoining Blackburn Meadows Way highway scheme.

There may be a temporary impact on the footpath/cycleway, which may need to be closed or managed while construction works are undertaken, although as it is not yet officially open then we would not expect this to be a significant issue. If the works impact on the specific landscaping areas or particular vegetation items, then this can be captured in the reinstatement plan to be agreed.

7. Ground Investigations

Your comments in your letter are noted. As you are aware, we have now defined the ground investigation requirements and understand that the access proposals are agreed subject to final approval from your client. Hopefully, these works will proceed as planned and the output of these investigations will help in allowing the project to define the proposed route in more detail.

These targeted ground investigation locations were established as part of the ongoing design works and are associated with a combination of known key constraints along the route and a review of previous desktop analysis works carried out on the scheme to determine a suitable route corridor. The completion of the ongoing ground investigation works will allow the design team to establish a final route alignment, based on the outputs on the ongoing survey works, prior to the commencement of the cable installation works.

I hope that the above adequately answers each of the points that you have raised in your objection letter. However, if you need any additional information or would like clarification on any of the points raised, then we would be happy to discuss this further.

In particular, we hope that the responses provided above will allow you to withdraw your objection to the CPO. Please let us know if you require any further information to be able to withdraw the objection.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Neal Salomon', written over a light blue horizontal line.

Neal Salomon

Consultant Land Officer
Bell Ingram on behalf of National Grid

OBJ7
Mrs Anisa Hussain and Mr Azeem Sharif

OBJECTIONS TO

THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (PITSMOOR- WINCOBANK-TEMPLEBOROUGH 275 kV CABLE REPLACEMENT SCHEME) COMPULSORY PURCHASE ORDER 2023

Compulsory Purchase of Land and New Rights in Land between Pitsmoor and Wincobank and Templeborough substations

The Electricity Act 1989 and the Acquisition of Land Act 1981

GROUND OF OBJECTION

1. We, Anisa Hussian and Azeem Sharif are the new owners of the residential property situated at [REDACTED]
[REDACTED] We bought the property at the end of November 2023.
2. We have directly received only limited information about the CPO from National Grid in the form of a handwritten note recently placed through our letterbox to which we have responded asking for further details.
3. The above CPO is related to our property as we own the land and property situated at Plot No 8-02 on the CPO Plan.
4. From the documents that we have now seen, it seems that the CPO proposes to acquire Construction and Operational Access Rights in respect of approximately 211 Square metres of our garden and driveway land at [REDACTED] We object to this in the strongest terms.

5. According to the CPO Plan the land from our front (metal) gate opening and accessway/driveway to our house and the pedestrian/vehicular driveway (which we need to access to get to the front door and back door and rear garden of our property) will be used/infringed thus making it not practicable to access our property by pedestrian or vehicular means.
6. Anisa Hussain suffers from a disability which restricts her mobility. She has a blue disabled badge so she can access roads, spaces and buildings without being disadvantaged as a result of her disability. This CPO will mean that she will be unfairly, unreasonably and disproportionately disadvantaged in being able to access and use her own private property.
7. Furthermore, we have a 6 month old baby who was born premature by more than two months and who has particular needs as a developing child who was pre term.
8. The CPO as made would also mean that we will be unable to reasonably use or otherwise enjoy our property (pedestrian/vehicular accessway and driveway and our garden land and features and amenities) without undue interference. The garden greenery, trees, shrubs and hedges and the wildlife that exists there amongst the approximate 211 Square metres of land that the CPO purports to cover, as well as the rest of the garden, was the main reason why this house was acquired by us. To find that this is going to be interfered with, spoiled, removed, damaged is not acceptable or justifiable.
9. Furthermore, the presence of plant, machinery, noisy equipment, workmen/strangers and the noise pollution, environmental impact of the intrusion into our private rights in our land and property and the general disturbance and nuisance of these works on our land is not acceptable.

10. It will also spoil the use of the part of our land/property covered by the CPO as well as the rest of our property and garden, whilst these works are carrying on.
11. We also have specific safeguarding and health and safety concerns due to the particular health and disability needs of Anisa Hussain and also our 6 month old baby child. They need that driveway and garden space without infringement or interference, in Aneesa's case so that her disability and condition does not worsen and in the case of our baby daughter to ensure her proper physical and emotional development and wellbeing, given that she was premature by more than 2 months.
12. The CPO would lead to a breach of our Human Rights under Protocol 1, Article 1, the Right to Peaceful enjoyment of our Property (in contravention of the Human Rights Act 1988 and the European Convention for Human Rights).
13. This breach would lead to a disproportionate interference with our rights which cannot be justified on public policy terms or on the grounds of being necessary in the public interest given the degree of disruption with our human rights as opposed to the public benefit to be gained by wanting to use our property in the manner, way and degree set out in the CPO.
14. We do not accept that a fair balance between our interests as property owners and the wider general interest of society as a whole has been struck by the wording of the CPO as it has been made.
15. The degree of land said to be required by the CPO of 211 Square metres of our driveway and garden is disproportionate and not necessary. The works could be carried out and constructed/accessed via the public footpath that runs to the side of our property being the area under which the existing cables to be replaced are located.

16. The objections raised do not relate exclusively to matters that can be addressed simply by the payment of compensation. They relate to the safeguarding, health and safety and the physical and emotional wellbeing of the property owners/occupants and their family members. They also relate to the welfare of the natural habitat, the trees/shrubs and hedges and wildlife that exists on our property. They also relate to the design and planning of the construction and access works, and the works in general, as it is submitted that the cable removal and replacement works could be carried out without accessing our property.

17. We ask that our objections are duly noted and considered and that they be looked into at a proper hearing or inquiry into the matter.

Thank you for your time and consideration.

4/1/2024

Objectors: Mrs Anisa Hussain and Mr Azeem Sharif

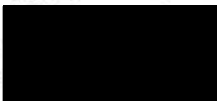
Objectors address:

[REDACTED]

Interest in land:

owners of [REDACTED]

Azeem Sharif and Anisa Hussain



08 March 2024

Ref: OBJ7

Dear Azeem and Anisa

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (PITSMOOR-WINCOBANK-TEMPLEBOROUGH
275 KV CABLE REPLACEMENT SCHEME) COMPULSORY PURCHASE ORDER 2023
LAND AT 197 FERRARS ROAD, SHEFFIELD
PLOTS: 8-02**

We write in response to your letter of objection submitted on 04 January 2024 in relation to the above compulsory purchase order (CPO).

Thank you for meeting with us on 10th January 2024 and again on 21st February 2024. I hope that we were able to answer some of your questions and resolve some of your concerns regarding the proposals.

In addition to the proposed meeting, we can now also respond to the points of objection set out in your letter:

Ownership of the property

We note that you purchased the property shortly before National Grid made the compulsory purchase order. I apologise that this meant that we did not have an opportunity to liaise with you and explain the project proposals in advance of the making of the CPO – we were not made aware of your impending purchase. However, we have noted your details and will make sure that you receive all future correspondence about the project and that we keep you up to date as matters proceed.

Project information

As set out above, we hope that we have been able to answer some of the queries at our site meetings. However, please let us know if you would like us to provide further specific information.

I can be available as a point of contact at any point throughout this process and my contact details are below:

- Telephone – 01606 523031
- Email – neal.salomon@bellingham.co.uk

Additionally, there is a dedicated freephone number (**0808 1750206**) that you can contact for project information at any time and the project website also contains additional details and can be found here: www.nationalgrid.com/electricity-transmission/network-and-infrastructure/sheffield-cables

Extent of Rights Required

You are correct that the project requires Construction and Operational Access Rights in respect of approximately 211 square metres of land at your property.

As discussed at our recent meeting, these rights are only required temporarily, associated with the replacement of the cables in the footpath that runs adjacent to your property. The cable itself will be replaced entirely within the extent of the footpath and no new equipment is to be installed within your land and no new rights will be required permanently over your property.

The project has sought to include only land within the CPO that is essential for the delivery of the scheme. The decision for the cable to be located entirely within the footpath requires an in-line replacement of the existing cables which brings its own specific engineering challenges, but this approach was chosen in order to minimise the extent of permanent rights to be imposed on the adjoining private landowners, including yourselves.

It is the opinion of National Grid's design engineers that the project cannot be constructed solely from within the extent of the footpath due to how narrow it is. It is therefore essential that temporary access into your land is required. As clarified on site by National Grid's contractor, it is not the intention to occupy the full extent of the 211 square metre plot for the duration of the works in this location. The likelihood is that for the majority of the time only a small area will need to be physically occupied. However, temporary rights are required over the full extent as they could be needed for activities such as access and to erect barriers or fences.

During the construction phase of the works in the adjoining land, it may be necessary to cut or remove the hedges along the boundary between your property and the footpath. The Construction and Operational Access Rights will allow National Grid's contractors the ability to work within this land to undertake this activity and to access the adjoining land. The boundary will be replaced at the end of the work, either by replanting a hedge or by erecting a suitable fence, the details of which will be discussed and agreed with you prior to any works commencing, this could include the section of your boundary near to the stream as was discussed on site.

If there is any damage caused to your driveway or any other part of the property during these works, National Grid will reinstate to a condition that is no worse than it was in prior to access being taken. A full condition survey will be undertaken and provided to you detailing the condition of the area before the works commence.

Access to the Property

We appreciate that the extent of the land included in the CPO affects the access to your property and we can confirm that it is the intention of the project that the access to your property will be maintained at all times.

Prior to any access being taken, we will meet with you to discuss the specific timing of the work, the boundary of any land National Grid needs to occupy temporarily and to agree any necessary accommodation works to ensure that your access can be maintained.

Your comments regarding Anisa's specific mobility requirements are noted and we will work with you prior to and during the works on your property to ensure that any specific access requirements are satisfied. Thank you also for advising about the specific needs of the young baby at the property. As with the above, we will work with you to ensure that any particular requirements, such as access for a pram or pushchair, can be taken into account and maintained throughout the works period.

Use and Enjoyment of the Property

It is accepted that the project could impact upon you and your family's use of the property during the period that the cables are being installed in the adjoining land. This is a temporary impact only and, as also set

out above, National Grid is committed to working with you to minimise the interference over what should be a relatively short period of occupation of the land.

The works themselves within the footpath are expected to take up to four weeks to complete, with some additional work in your neighbour's property after this period to decommission the existing cable in that location. Working hours will be from 07:30 to 17:30 and we are currently not anticipating any weekend working. There is a chance of noise and disturbance at all times when the works are ongoing, but the engineers will not commence with any of the noisier activities (for example, using a pecker to break the tarmac surface) until after 08:30 in the morning.

As discussed at our site meeting, National Grid has an obligation to reinstate all land affected by the works to no worse a condition than it was prior to access being taken. With regards to the hedges on the boundary of the property we did discuss National Grid installing a fence of a suitable design along this boundary as a replacement to the hedges. This specific detail can be confirmed with you and will be agreed prior to any works commencing on your land.

We can assure you that it is National Grid's intention to work with you to ensure access and use of your property is maintained at all times during the works. However, if there are any specific losses incurred by you in relation to your disturbance from the land then we can confirm that National Grid would seek to compensate you accordingly.

Human Rights and Fair Balance

Having regard to what we have set out it is National Grid's belief that it can accommodate your requirements and that the method of working with short term temporary impacts will enable you to continue to reside at the property. It would result in a temporary proportionate interference and National Grid would compensate you for any reasonable losses you incur and which we have been unable to avoid through mitigation.

I hope that the above adequately answers each of the points that you have raised in your objection letter. However, if you need any additional information or would like clarification on any of the points raised, then we would be happy to discuss this further.

In particular, we would appreciate if you can confirm if the responses provided above are sufficient to allow you to withdraw your objection to the CPO. Please let us know if you require any further information to be able to withdraw the objection.

Yours sincerely,



Neal Salomon

Consultant Land Officer
Bell Ingram on behalf of National Grid

OBJ8
MMH Contracting Limited

Our ref: RIT/CST/NGRID

FOR THE URGENT ATTENTION OF

John McKenna, on behalf of
The Secretary of State for Energy Security and Net Zero
The Department for Energy Security and Net Zero
Energy Infrastructure planning
Level 3
Orchard 2
1 Vicotria Street
London
S21A OET

By Email only: John.McKenna@energysecurity.gov.uk

5 January 2024

Dear Sirs

Letter of Objection to The National Grid Electricity Transmission Plc (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order 2023 dated 24 November 2023 (the “Compulsory Purchase Order”)

The Electricity Act 1989 and The Acquisition of Land Act 1981

Property: Plot No. 1-02, 1-03, 1-04 & 1-05

Land at Carlisle Street East, Sheffield, S4 8DT

This Letter of Objection is lodged in relation to the Compulsory Purchase Order.

The Compulsory Purchase Order includes land, identified as the Property above, within the ownership of MHH Contracting Limited (“MHH”).

For the reasons stated in this Letter of Objection, MHH agrees with the purposes of the Compulsory Purchase Order but its position is that sufficient grounds have not been presented to show that the Compulsory Purchase Order cannot reasonably be located elsewhere, the property being acquired is not needed because there is an alternative means of bringing about the objectives of the Compulsory Purchase Order that appear to have not been considered or addressed and, therefore, the manner of implementation of the Compulsory Purchase Order is challenged.

Objections

MHH specialises in demolition, dismantling, bulk earthworks, excavation, remediation, aggregate and material suppliers, waste recycling and reprocessing, haulage and plant hire services, site security, skip and container hire, and asbestos removal. Further details of MHH’s activities can be found at MHH’s web site which is www.mhhcontracting.co.uk

MHH’s main operational base, where its waste recycling plant is located and aggregates are stored, is in an area of around thirteen acres or so situated off Carlisle Street East, Sheffield (the “Site”). Annexed to this letter are a number of documents that are referred to in this Letter of Objection. At page 1 is a plan showing the majority to the Site and the position of the office block, which can be seen with a number “1” written on its roof on the plan at page 1. The recycling plant has a number “2” written on its roof.

At page 2 is a further three-dimensional image, showing the entrance to the Site in more detail. Marked on this plan is:

- the location of three large metal green gates at the entrance to the Site (the “Green Gates”) that secure the Site from Carlisle Street East;
- the weighbridge office, which is situated just next to the weighbridge (the “Weighbridge Office”);
- the Office; and,
- the car park for the Office.

Access to the Site and the Office is from Carlisle Street East. The entrance to the Site via the Green Gates can be seen from the photographs marked A, B, C, D, G, H, I, J, K, and L which are at pages 3 to 4 and 6 to 8. At page 9 is a further plan the location of where each of the photographs at pages 3 to 8 are taken from.

The Office is situated in fixed porta-cabins which are located on the land comprised in title number SYK222778. The land in this title is also used as a car park for staff working in the Office and for visitors to the Office. The Office was actually constructed in or around 1998 but were not used as an office at that time as MHH’s administration office was situated at Prospect Farm, High Bradfield, Sheffield, a few miles from the Site.

The Site is made up of land in a number of Land Registry titles. For the purposes of this Letter of Objection, it is only necessary to refer to three of those titles (the “Three Titles”):

- Title SYK706 - The land that is situated within title SYK706 is where the waste recycling and reprocessing plant is situated and where the tipping facilities are operated from and aggregate supplies are stored. This makes up the majority of the Site. At pages 10 to 13 are the Official Copy Entries and office copy plan for this title. The purchase of this title was completed in 1986 and MHH was registered as legal owner on 20 March 1987. At that time the Site was around thirteen acres of sloped land sandwiched between Carlisle Street East at the bottom and Petre Street at the top with a large embankment in it leading down to a lower yard.
- Title SYK222778- The land in this title is at the entrance to the site. As mentioned above, this is where the Office and car park are located. At pages 14 to 15 are the Official Copy Entries and plan for this title. As can be seen, this land was purchased by MHH shortly after the land in title SYK706 and MHH’s title was registered at the Land Registry on 14 April 1987. At this time, this land comprised redundant and derelict buildings.
- Title SYK376938 -The land in this title largely used as a storage area and for the parking of vehicles. At pages 16 to 21 are the Official Copy Entries and plan for this title. As can be seen, MHH became the registered owner of the land in this title on 5 December 1996.

On 13 September 2016, MHH submitted an application for adverse possession of a strip of land near the entrance to Carlisle Street East, where a public highway called “Scott Street” was situated, prior to a stopping up order being obtained by Sheffield City Council, the local council (the Stopping Up Order). The application for adverse possession was granted by the Land Registry on 15 July 2017. That land now sits within the land in title number SYK706. A Copy of the Stopping Up Order is attached to this Letter of Objection at pages 22 to 23.

At page 24 is a copy of the MHH Traffic and Pedestrian Management Maps that MHH is required to maintain as part of the permitting regulations that govern the operation of the Site. As can be seen from this map and from the images referred to above, the Property within the specific plots that is effected by the Compulsory Prurchase Order is central to the operation of the Site. The entrance from Carlisle Street East via the Green Gates referred to above and the wheel wash represent the only means of access, given the one way system that MHH has to employ within the Site for accessing a significant proportion of the Site. MHH operate a fleet of commercial heavy goods vehicles from the Site that access the public highway from the Site on a daily basis (save for Sundays), usually between the hours of 5.30am and 6.30pm. Vehicles are though often required to access the Site outside of these hours. This represents a significant number of vehicle movements each working day. In addition, third party vehicles are also accessing the site via the Site’s main entrance to deliver materials and to collect materials. In any given day, it is anticipated that there is upwards of some 250 vehicle movements to and from the Site from the public highway at Carlisle Street East.

Any disruption of the use of the land effected by the Compulsory Purchase Order within plots 1-02, 1-03, 1-04 and 1-05 is therefore going to have a significant detrimental impact upon MHH's ability to operate effectively from the Site. Compensation cannot compensate MHH for such loss/impact.

It is noted that The National Grid Electricity Transmission PIC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order 2023, to which NGET has directed MHH to within its letter dated 29 November 2023, in which notification of the making of the Compulsory Purchase Order was provided, appears to be undated. The link provided is <https://www.nationalgrid.com/electricity-transmission/document/152126/download>.

It is further noted that with the letter dated 29 November 2023, reference is made to, "*As are result we made a Compulsory Purchase Order on 23 November 2023 (the "Order")*". See pages 25 to 26.

MHH has not been able to verify for the purpose of this Letter of Objection whether the Compulsory Purchase Order was made on 23 November 2023 as stated. It is though noted that the Statement of Reasons of the Acquiring Authority for the making of Compulsory Purchase Order for the acquisition of land and new rights to facilitate the Pitsmoor-Wincobank-Templeborough 275KV Cable Replacement Scheme is dated 24 November 2023. Clarification is sought from the Secretary of State as part of this Letter of Objection to ensure that the statement of reasons was submitted on or prior to the making of the Compulsory Prurchase Order.

Subject to this clarification, Objections are taken with specific issues raised in the Statement of Reasons of the Acquiring Authority for the making of Compulsory Purchase Order for the acquisition of land and new rights to facilitate the Pitsmoor-Wincobank-Templeborough 275KV Cable Replacement Scheme dated 24 November 2023.

It is agreed that The European Convention rights that are potentially applicable to the making of the Compulsory Purchase Order are Articles 6 and 8 and Article 1 of the First Protocol (as contained in Schedule 1 to the Human Rights Act 1998). It is noted that Relevant parts of Article 1 of the First Protocol of the Convention provide:

"Every natural or legal person is entitled to peaceful enjoyment of his possessions" and "no one shall be deprived of his possessions except in the public interest and subject to the conditions provided for by law and by the general principles of international law".

It is noted and agreed that relevant parts of Article 8 of the Convention provide: *"1. Everyone has the right to respect for his private and family life, his home and his correspondence. 2. There shall be no interference by a public authority with the exercise of this right except such as is in accordance with the law and is necessary in a democratic society in the interests of... the economic well-being of the country..."*

It is noted that NGET allege that rather than acquiring the freehold title to all land comprised within the Compulsory Purchase Order, NGET is only seeking to acquire permanent rights, such as the right to install and operate the cables and the right to decommission and/or remove the existing circuits. However, there is no evidence submitted to suggest that NGET has given due consideration to alternative means of siting the cables, which would then alleviate the need for the temporary rights during construction to be purchased or for the compulsory purchase of rights to lay cables. It is not accepted that NGET are taking a proportionate approach as alleged to the compulsory acquisition. MHH does not consider that NGET have established that a compelling case exists in the public interest that the rights referred to in the Compulsory Purchase Order in respect of the Property be acquired in order to achieve the purposes described in the Statement of Reasons.

NGET alleged in the Statement of Reasons that, *"The Project has been designed to run along highways, watercourses and other non-residential areas. As such the Project will keep the disruption to those living along the route to a minimum; this will not cause differential impacts to those individuals or groups of individuals who share a relevant protected characteristic."*

It is noted that the "Cable Route" is depicted only on one plan (copy attached at page 27 for ease of reference), which is not to scale and is difficult to read. The Cable Route is shown as approaching the Property of MHH along the footpath (it is presumed) of Newhall Road, the B6083. The cable route is then depicted as entering the Pitsmoor Sub-station. However, the plan referred to is not of sufficient quality or scale to depict or identify the actual precise route of the new cabling to be installed. Consideration has

been given to the CPO plan, a link which has been provided on NGET's website. The relevant CPO plan is plan number 1 of 8. A copy of this plan is at page 28. However, plan number 1 of 8 simply depicts the project boundary, the land in respect of which rights only are being created (which include Plots 1-02, 1-03, 1-04 and 1-05), the land to be acquired and the land excluded.

There is no clear identification within any plan as to the route of the proposed Pitsmoor-Wincobank-Templeborough 275 kV Cable.

This is important.

Firstly, is it not possible to identify whether the cable rights for plots 1-02, 1-03 and 1-05 are reasonably necessary, in terms of scale and location for the cabling to be installed, and as stated, would keep the impact and disruption to MHH to a minimum or whether it is reasonable as a result to deprive MHH of its possessions, except in the public interest.

As referred to above, the areas identified as being land over which rights are to be created within plots 1-02, 1-03 and 1-05 are far wider and greater than the existing rights that have been granted to NGET in the existing easements. For the reasons stated above in terms of how MHH uses these areas of its land, any expansion of those rights would unjustly impact and effect the operations of MHH in this location and impact upon its whole operations from its Carlisle Street site.

Secondly, without showing the precise route of the Cabling to be installed, NGET cannot show that they have demonstrated that there is a need to expand the Cabling rights that it already enjoys beyond those existing rights.

Thirdly, it appears to MHH, that there has been no, or no due consideration given to the fact that there are alternative ways to route the required Pitsmoor-Wincobank-Templeborough 275 kV Cable from Newhall Road to the Pitsmoor Sub-station.

No reference has been made of the fact that the Pitsmoor Sub-station can be readily accessed from two other locations, being:

- Via Carlisle Court – this public highway is situated within very close proximity of what appears to be the proposed route of the Pitsmoor-Wincobank-Templeborough 275 kV Cable, and would, be an accessible route directly from the Public highway/footpath to the Pitsmoor Sub-station without requiring any rights to be obtained over the plots owned by MHH. The location of Carlisle Court is marked in orange on the copy of plan 1 of 8 of the CPO that is attached to this Letter of Objection.
- Via Garter Street – this again is public Highway. It is noted that the Project Boundary on plan 1 of 8 is clearly shown as extending along Carlisle Street East to the junction with Garter Street and is shown as being along Garter Street to the main entrance of the Pitsmoor Sub-Station. This route is depicted in yellow on the copy of plan 1 of 8 of the CPO that is attached to this Letter of Objection. As above, similar considerations apply, in that this route would provide a readily accessible route directly from the Public highway/footpath to the Pitsmoor Sub-station without requiring any rights to be obtained over the plots owned by MHH.

MHH believes that the Pitsmoor-Wincobank-Templeborough 275 kV Cable route is designed to be installed within plots 1-02, 1-03 and 1-05 because the land situated within 1-02 and 1-03 was historically a public highway until the Stopping Up order was made, as referred to above. Siting such cabling within the public highway is accepted as being a convenient location for such items and avoids the need for authorities to use powers that they may have to acquire land and rights via the compulsory purchase route. Indeed, it is noted that within the table of plots, NGET refer to the plots in the description as being within the "access track known as Scott Street, Sheffield." This is no longer correct as the land in question is not known as Scott Street and had not been known as such since the making of the Stopping up order. MHH would say however, that simply because the land was previously a public Highway, and there are existing cables located in this location, that this should not automatically imply that any additional cabling should be located in these locations. Alternative routes appear to exist, and no indication is provided that these alternative routes, that would not require any compulsory purchase order to be sought in respect of land belonging to MHH, have been considered as the same would reasonably remove the requirement to obtain the rights sought via the Compulsory Purchase Order.

Whilst it is stated that the rights including temporary construction compounds and access routes will only be used on a temporary basis, it is not accepted that the impact of these rights on MHH will not be significant.

Any disruption to the business of MHH will be significant and could be fatal to the continuation of the business operated by MHH in this location.

Conclusion

In summary, for the reasons stated above in this Letter of Objection, MHH:

- agrees with the purposes of the Compulsory Purchase Order, but its position is that sufficient grounds have not been present to show that the Compulsory Purchase Order cannot reasonably be located elsewhere;
- the property being acquired is not needed because there is an alternative means of bringing about the objectives of the Compulsory Purchase Order that appear to have not been considered or addressed; and
- the manner of implementation of the Compulsory Purchase Order is challenged.

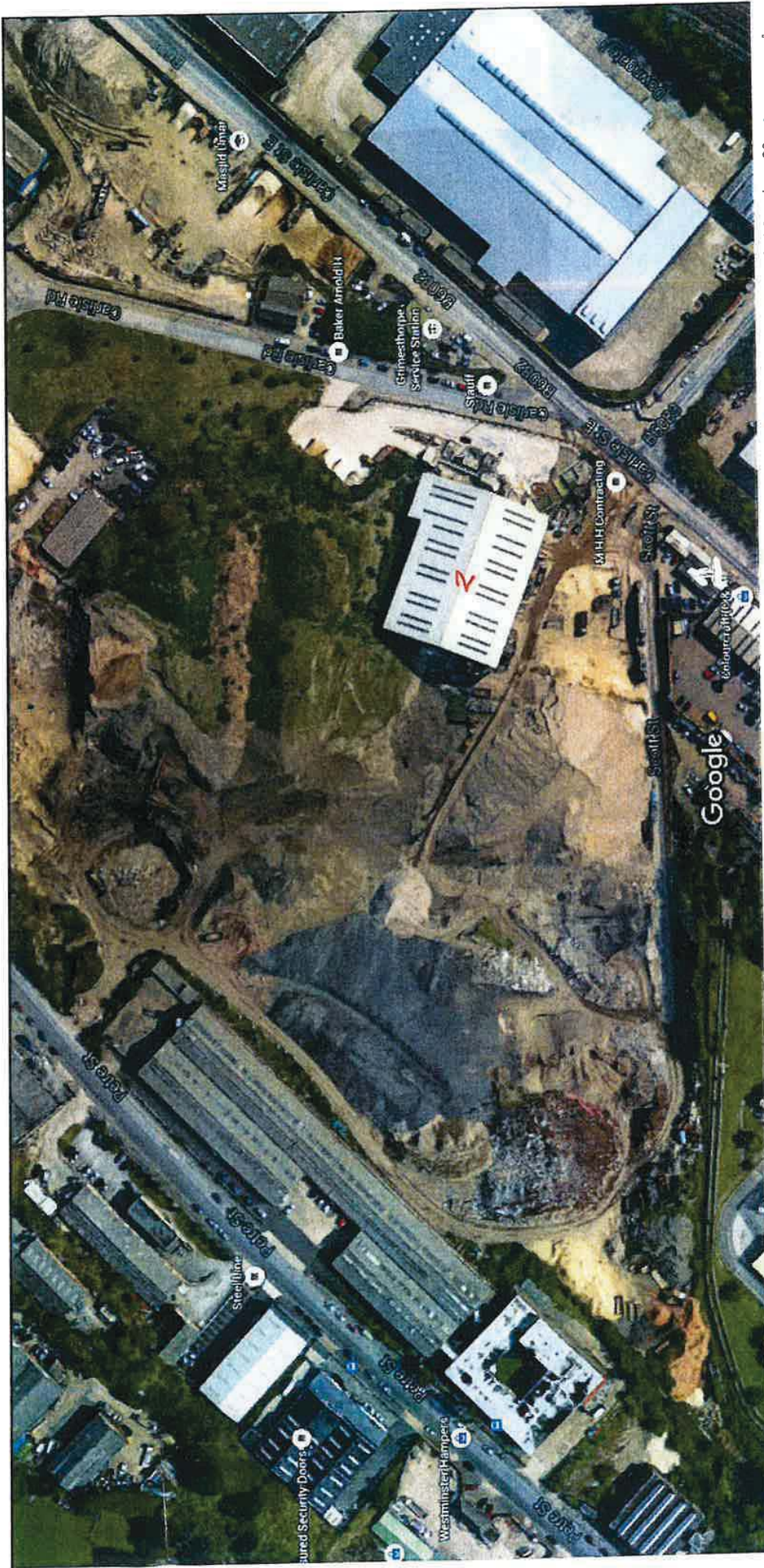
MHH would submit that the Secretary of State for Energy Security and Net Zero should not confirm the Compulsory Purchase Order in respect of the Property authorising The National Grid Electricity Transmission PLC to compulsory purchase the plots that have been referred to above without examining the issues set out in this letter and without holding an inquiry so that an Inspector can consider such matters further.

In the event of a public inquiry, MHH would wish to reserve the right to appear to present its case to the inquiry inspector.

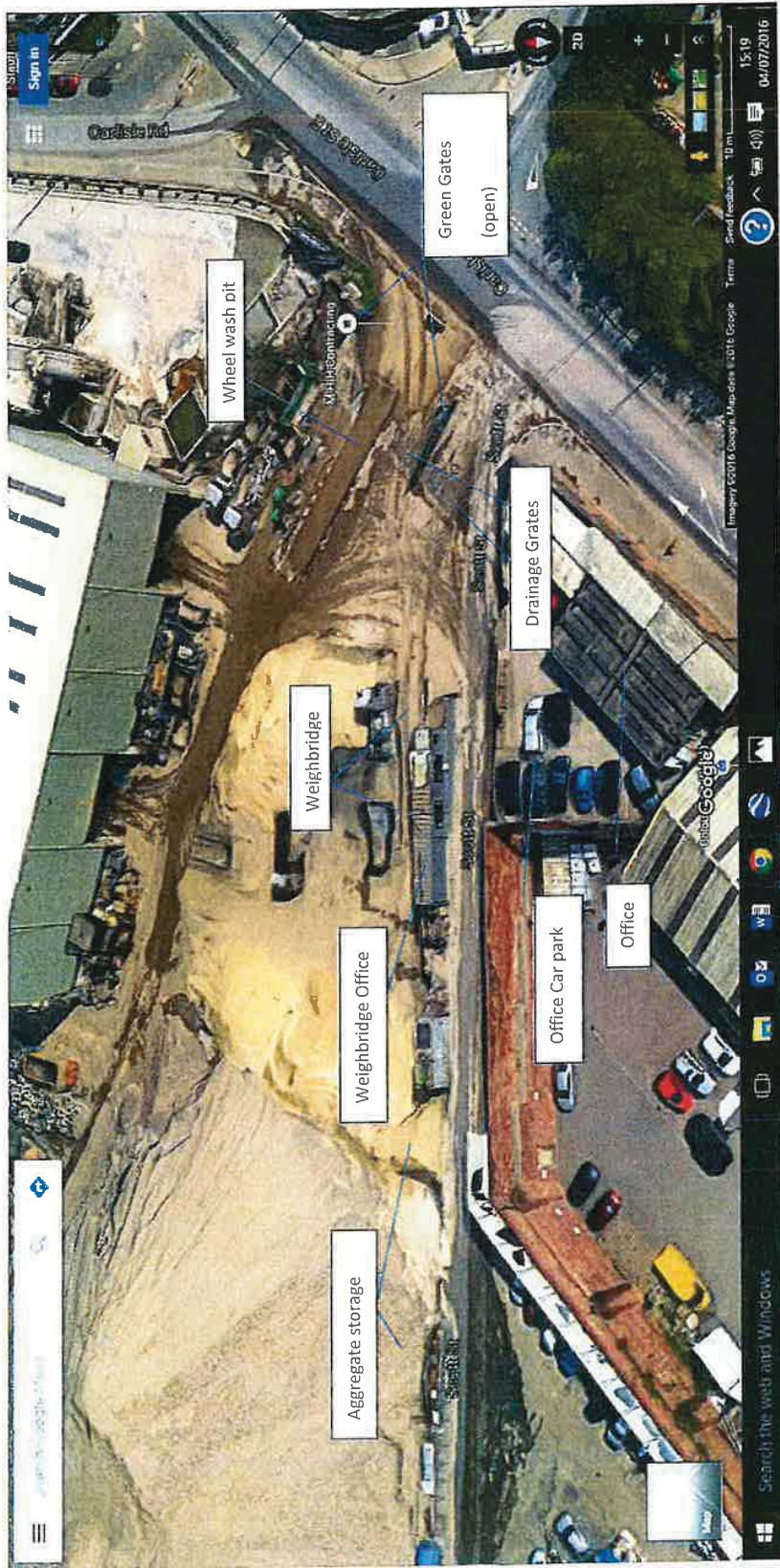
Kind regards

Yours faithfully

Robert Tranter
In-House solicitor
For and on behalf of MHH Contracting Limited
Email: rtranter@mhhcontracting.co.uk



Imagery ©2016 Google, Map data ©2016 Google 20 m



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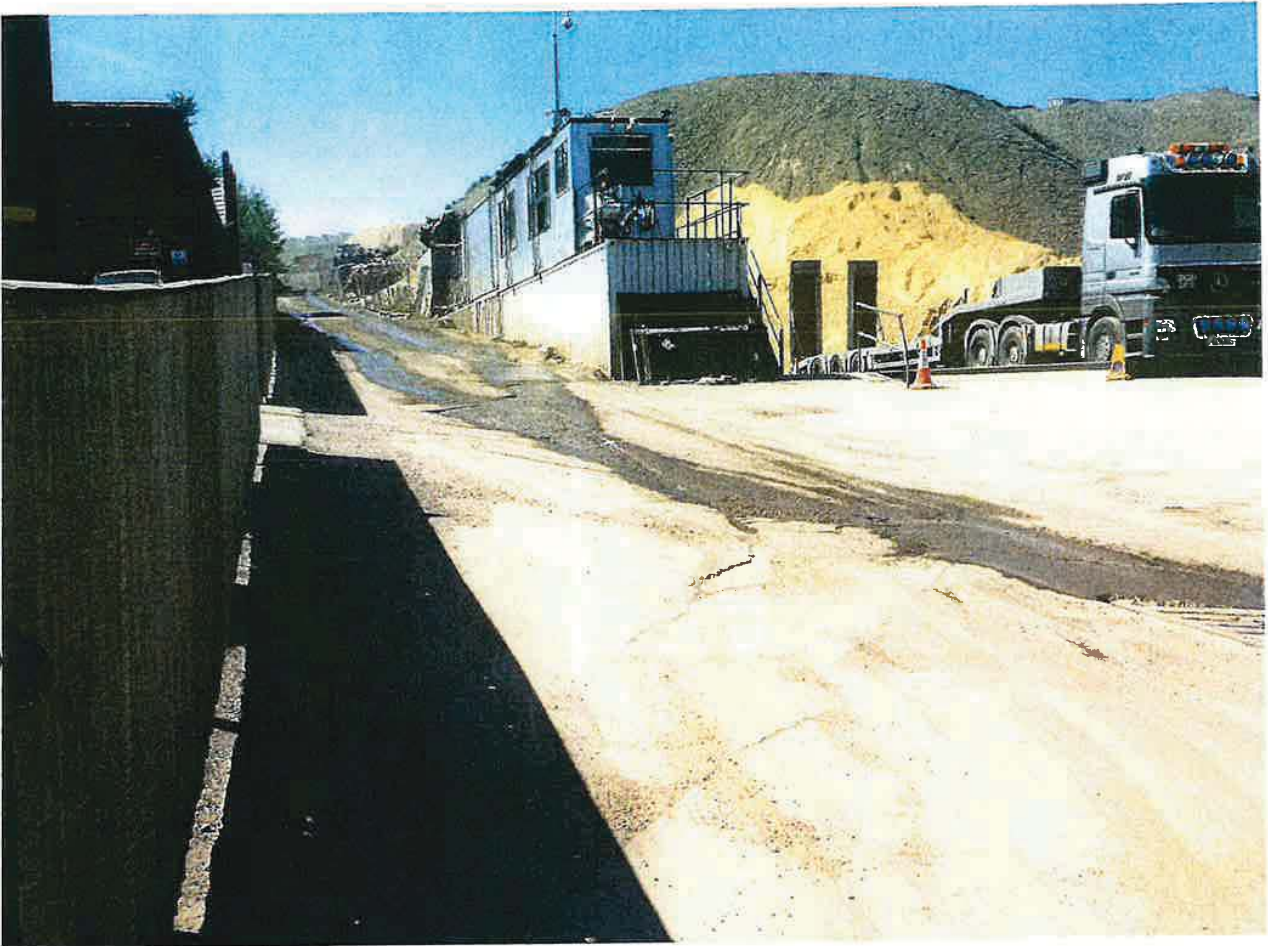


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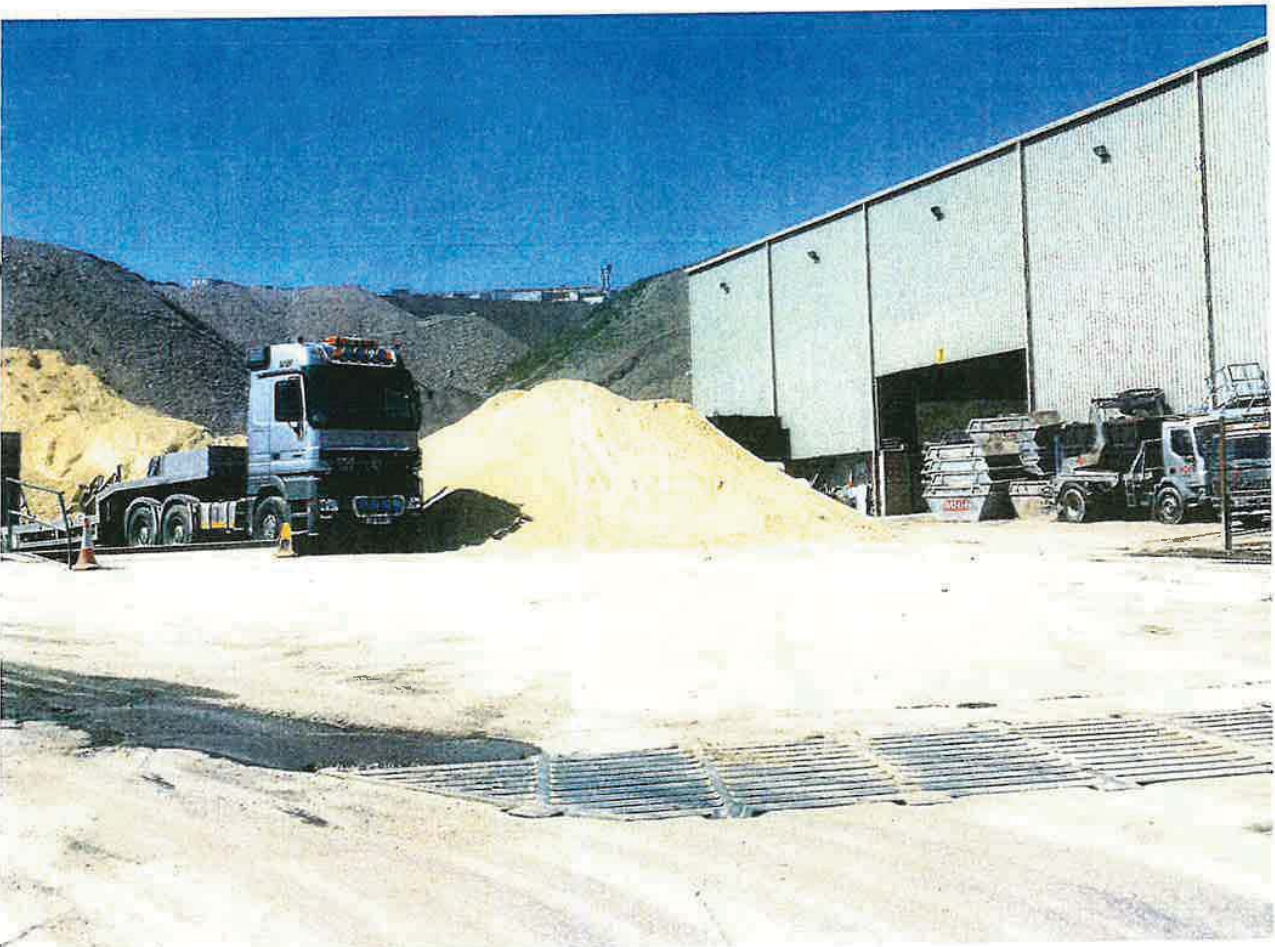


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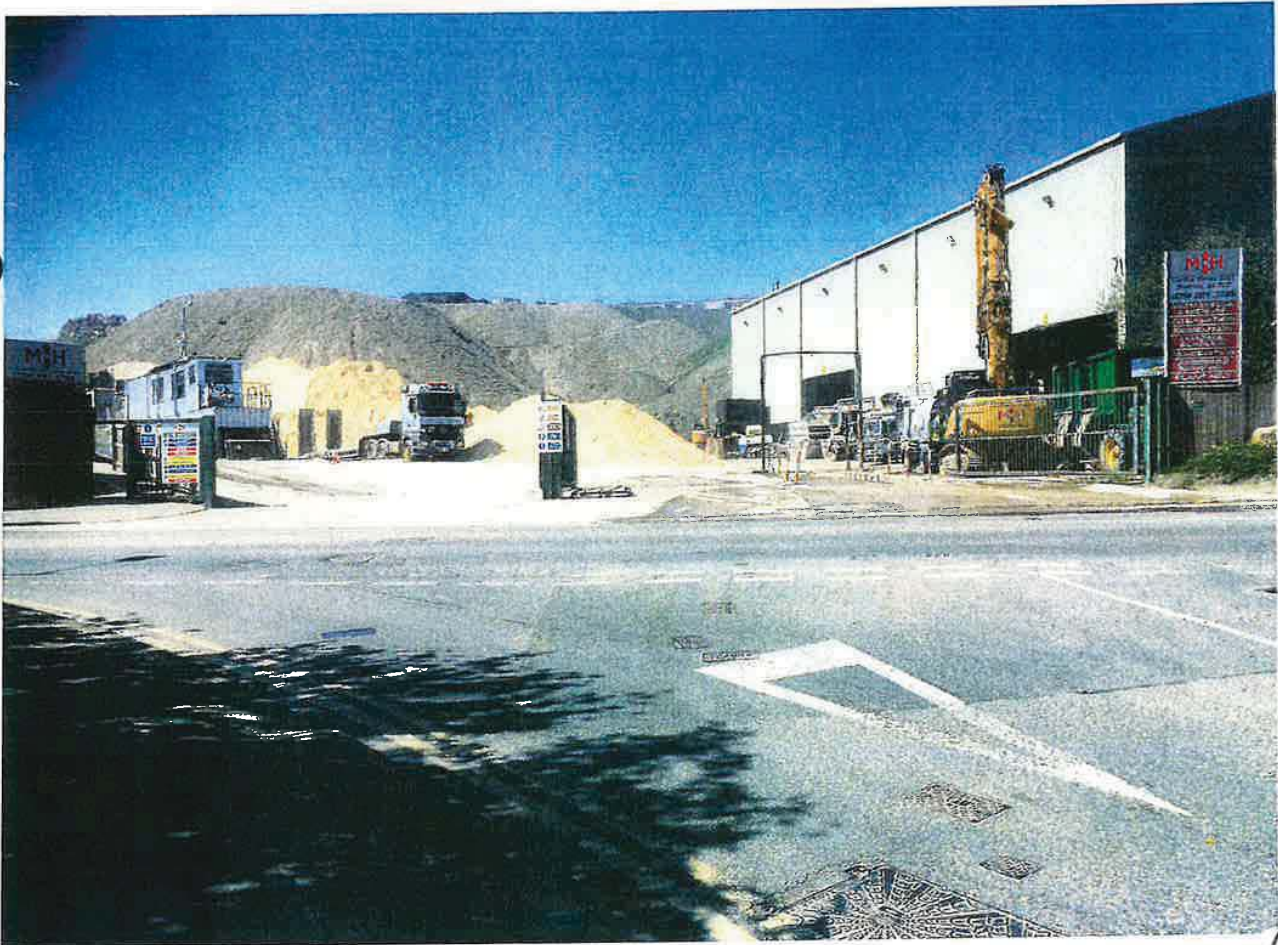


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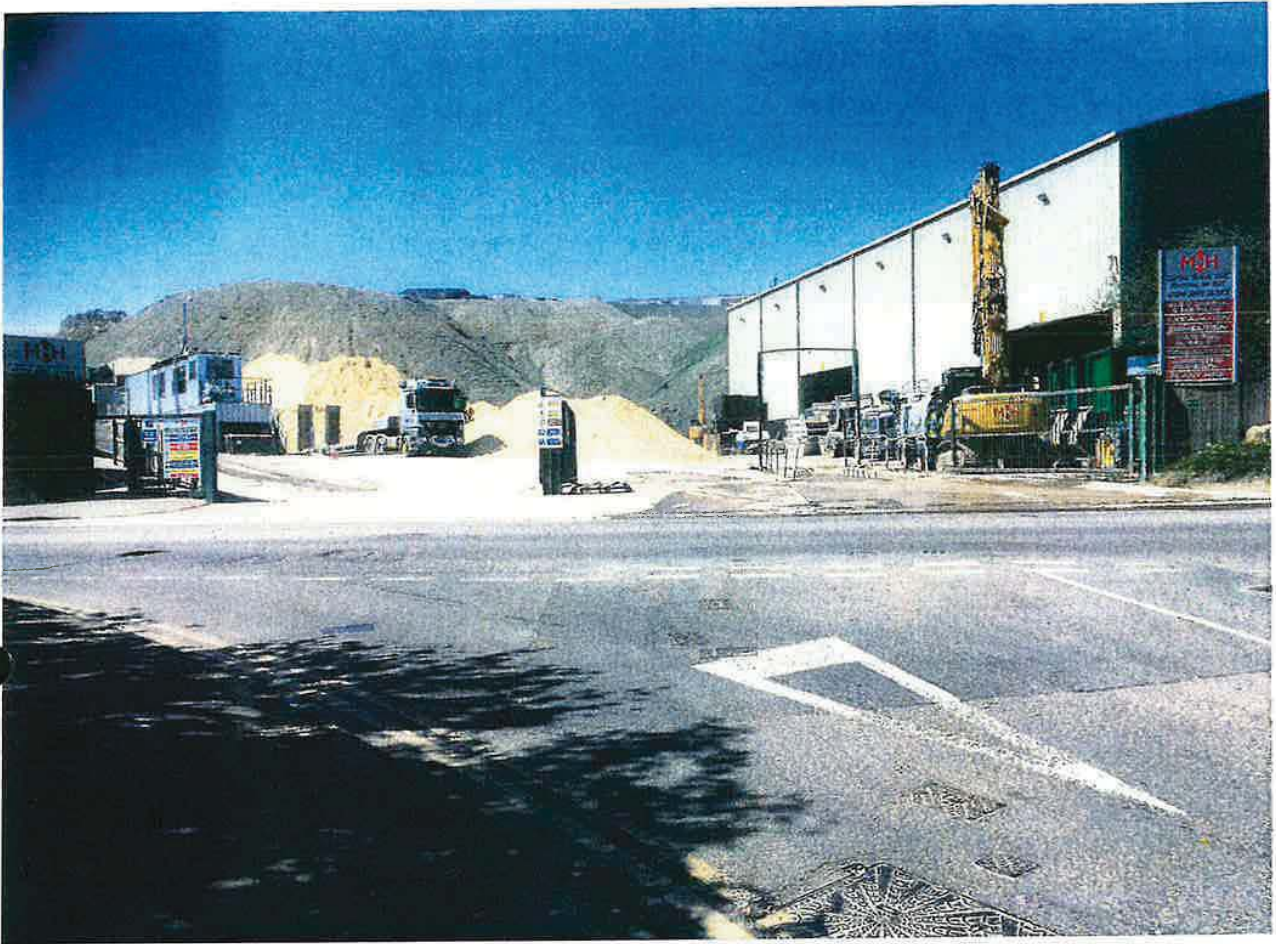


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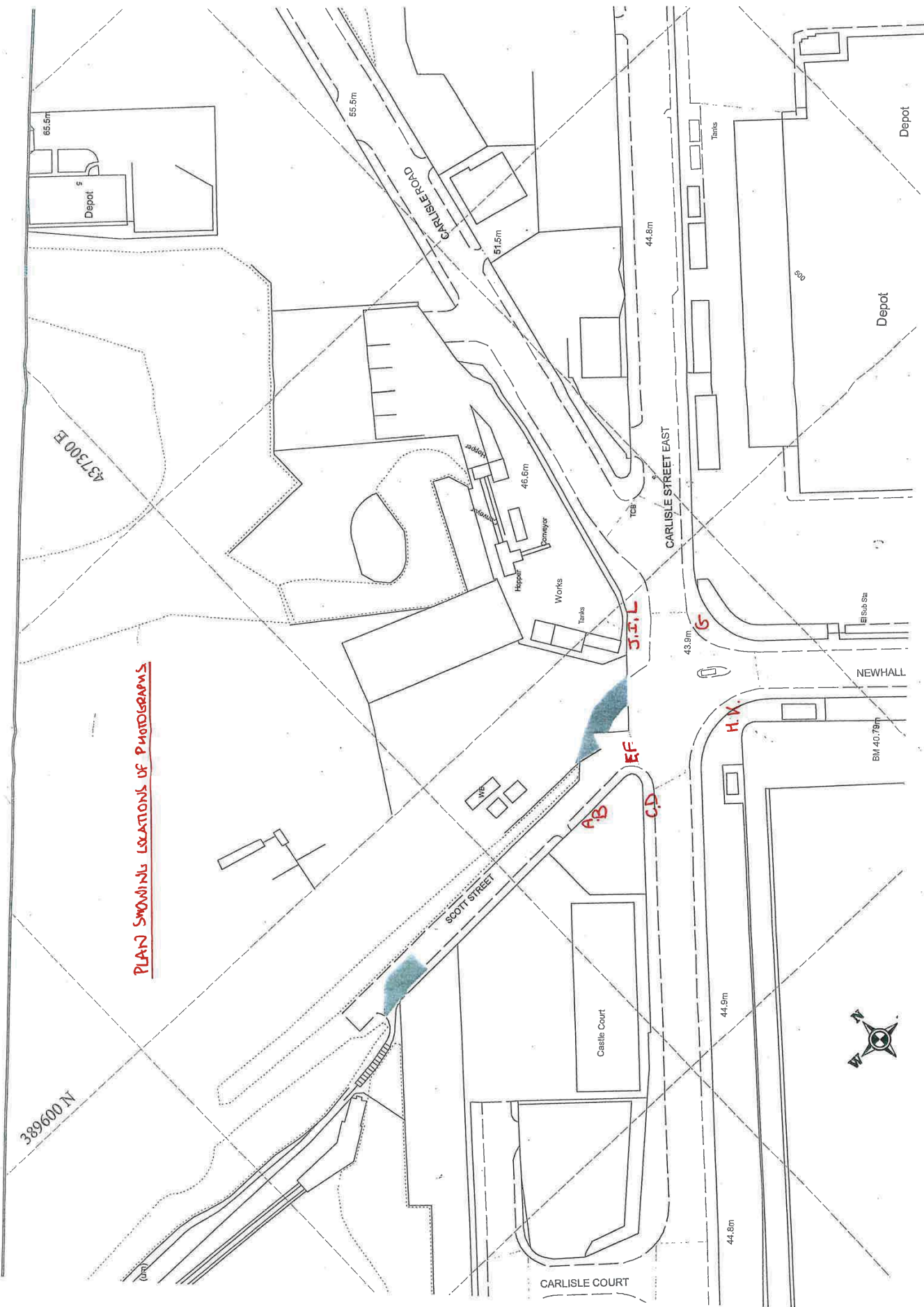


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8

PLAN SHOWING LOCATIONS OF PHOTOGRAMS



91



Official copy of register of title

Title number SYK706

Edition date 25.01.2019

- This official copy shows the entries on the register of title on 31 JAN 2022 at 20:45:41.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 31 Jan 2022.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Nottingham Office.

A: Property Register

This register describes the land and estate comprised in the title.

SOUTH YORKSHIRE : SHEFFIELD

- 1 (10.05.1974) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the south east side of Petre Street, Sheffield.
- 2 The Conveyance dated 22 November 1920 referred to in the Charges Register contains the following provision:-

"PROVIDED ALWAYS and it is hereby agreed and declared that the Company shall not be entitled to any right of light or air which would in any manner diminish or interfere with the free and unrestricted use (either for building or any other purpose) of any adjoining or neighbouring hereditaments forming part of the Norfolk Estates (hereinafter referred) and these presents shall not be deemed or construed to include any implied grant of any such right as aforesaid neither shall the Company or their assigns by any means hereafter acquire any such right."
- 3 (13.09.2016) A new title plan based on the latest revision of the Ordnance Survey Map with an amended extent has been prepared.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (20.03.1987) PROPRIETOR: MHH CONTRACTING LIMITED (Co. Regn. No. 01921630) of Carlisle Street East, Sheffield S4 8DT and of rachel@mhhcontracting.co.uk.
- 2 (13.06.2008) The proprietor's address for service has been changed.
- 3 (10.08.2012) The proprietor's address for service has been changed.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 The land tinted pink on the filed plan is subject to the following rights reserved by a Conveyance thereof dated 22 November 1920 made between (1) The Duchess of Norfolk (Vendor) and (2) The Sheffield Brick Company Limited (Company):-

Except and reserved unto the Vendor her heirs executors administrators and assigns and the Reversioners and her and their Lessees and Tenants and all other persons thereto authorised rights (in common with all other persons entitled to such rights) to pass and repass at all times and for all purposes with or without horses and other animals carts or other vehicles over and along (a) the road or way across the said piece of land first herein described running from Carlisle Street East to the sale shop situate on adjoining hereditaments marked "A" on the said Plan No. 1 hereon which said road or way is shewn upon the said Plan No. 1 and is thereon marked "right of way" and (b) the site of the portion of the said piece of land coloured blue on the same Plan and marked "proposed site for continuation of Scott Street".

NOTE: Copy plan filed.
- 2 (15.07.2009) UNILATERAL NOTICE in respect of rights under the Electricity Act 1947 and the Electricity Act 1989 (Schedule 4 Clause 1) affecting the electric cables laid under the land coloured blue on the plan to the application form.

NOTE: Copy plan filed.
- 3 (15.07.2009) BENEFICIARY: National Grid Electricity Transmission PLC of NGT House, Warwick Technology Park, Gallowshill, Warwick CV34 6DA and care of Needham & James LLP DX 16202, Stratford Upon Avon.
- 4 (22.10.2012) The land is subject to the easements granted by a lease dated 12 October 2012 of land adjoining Carlisle Road for a term of 6 years from and including 29 September 2012.

NOTE: Copy filed
- 5 (22.10.2012) UNILATERAL NOTICE in respect of a lease dated 12 October 2012 made between (1) MHH Contracting Limited and (2) Tarmac Limited.

NOTE: Copy filed.
- 6 (02.01.2013) BENEFICIARY: Hope Ready Mixed Concrete Limited (Co. Regn. No. 08132394) Care of Tarmac Limited, Millfields Road, Ettingshall, Wolverhampton, WV4 6JP.
- 7 (15.11.2013) An Agreement for Easement dated 14 November 2013 made between (1) MHH Contracting Limited and (2) Northern Powergrid (Yorkshire) Plc in respect of electric lines and apparatus at Scott Street.

NOTE: Copy filed.
- 8 (02.12.2014) The land is subject to access and maintenance and user rights. The extent of this right, having been acquired by prescription, may be limited by the nature of the user from which it has arisen.

NOTE: Copy Statutory Declaration dated 29 October 2014 made by David Burrell of National Grid Electricity Transmission PLC filed.
- 9 (25.11.2015) The land is subject to any rights that are granted by a Deed dated 10 November 2015 made between (1) MHH Contracting Limited and (2) National Grid Electricity Transmission plc and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.
- 10 (13.09.2016) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
- 11 (06.08.2018) The land is subject to any rights that are granted by a

Title number SYK706

C: Charges Register continued

Deed dated 2 August 2018 made between (1) MHH Contracting Limited and (2) Northern Powergrid (Yorkshire) Plc and affect the registered land. The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 12 (25.01.2019) The land is subject to the rights granted by a Deed of Grant dated 16 January 2019 made between (1) MHH Contracting Limited and (2) National Grid Electricity Transmission Plc.

The said Deed also contains restrictive covenants by the grantor.

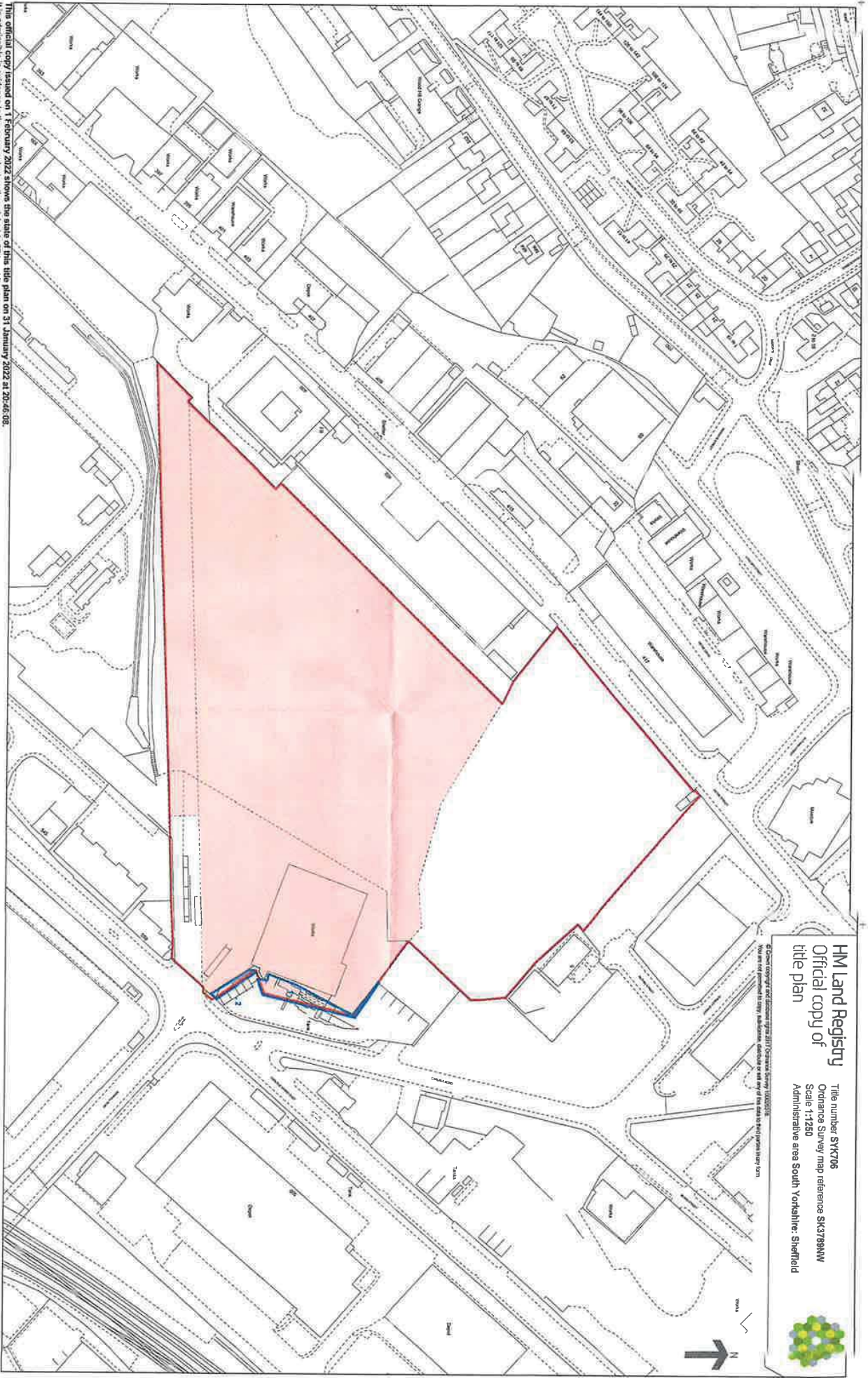
NOTE: Copy filed.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	17.05.2017 Edged and numbered 1 and 2 in blue	land on the west side of Carlisle Street, Sheffield	26.04.2016 18 years from 29 April 2012	SYK639268

NOTE: The lease includes also other land.

End of register



HM Land Registry
 Official copy of
 title plan
 Title number: SVK706
 Ordnance Survey map reference: SK5379NW
 Scale: 1:1250
 Administrative area: South Yorkshire: Sheffield



© Crown Copyright and database right 2022. Ordnance Survey 100025128
 This is an official copy of the title plan. It is not to be used for any other purpose.

This official copy issued on 1 February 2022 shows the state of this title plan on 31 January 2022 at 20:46:08.
 It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
 This title plan shows the general position, and the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
 This title is dealt with by HM Land Registry, Durham Office.

13



Official copy of register of title

Title number SYK222778 Edition date 24.07.2012

- This official copy shows the entries on the register of title on 01 JUL 2016 at 14:33:25.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 01 Jul 2016.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by Land Registry, Nottingham Office.

A: Property Register

This register describes the land and estate comprised in the title.

SOUTH YORKSHIRE : SHEFFIELD

- 1 (30.05.1986) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings at the junction of Scott Street and Carlisle Street East, Sheffield.

B: Proprietorship Register

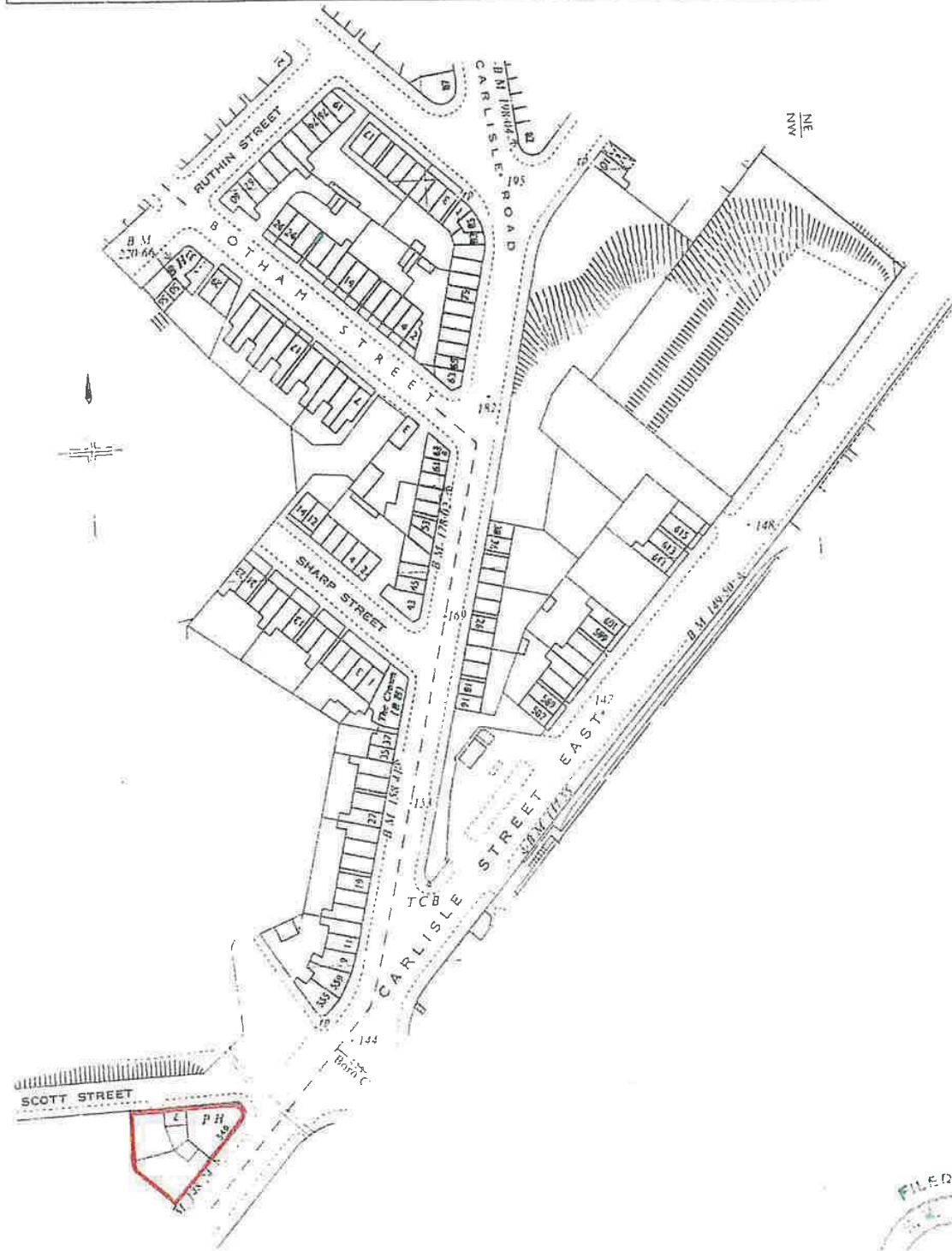
This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (14.04.1987) PROPRIETOR: MHH CONTRACTING LTD (Co. Regn. No. 1921630) of Carlisle Street East, Sheffield S4 8DT and of rachel@mhhcontracting.co.uk.
- 2 (24.07.2012) The proprietor's address for service has been changed.

End of register

H.M. LAND REGISTRY		TITLE NUMBER	
		SVK 222778	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	SOUTH YORKSHIRE		SK 3789
Scale: 1/1250		SHEFFIELD DISTRICT	© Crown copyright 1969.



15



Official copy
of register of
title

Title number SYK376938

Edition date 24.07.2012

- This official copy shows the entries on the register of title on 25 JAN 2023 at 11:46:31.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 25 Jan 2023.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Nottingham Office.

A: Property Register

This register describes the land and estate comprised in the title.

SOUTH YORKSHIRE : SHEFFIELD

- 1 (22.12.1989) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the North West of Carlisle Street East and on the South side of Scott Street, Sheffield.
- 2 The mines and minerals are excepted from the registration of the land edged yellow and numbered 2 and 3 in blue on the filed plan.
- 3 (05.01.1995) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of Unit 6 Carlisle Street East dated 23 December 1994 made between (1) Sheffield Development Corporation (Vendor) and (2) Parklands Developments Limited (Purchaser):-

"TOGETHER WITH the rights contained in the Third Schedule EXCEPT AND RESERVING to the Vendor and all persons authorised by the Vendor and entitled thereto the rights contained in the Fourth Schedule

.....
..
THE THIRD SCHEDULE
(the Rights)

The right in common with the Vendor and all others having the like right:-

(1) To the free and uninterrupted passage and running of the Services to and from the Property through the Service Conduits which may now or in the future be laid during the Perpetuity Period in on under or over the Retained land by the Vendor or its successors in title the person exercising this right making good to the Vendor's satisfaction any damage thereby caused

.....
..
(3) of entry upon those parts of the Retained land not covered by buildings upon giving not less than 14 days notice in writing (or as

A: Property Register continued

much notice as practical in case of emergency) for the purposes of laying renewing or making connections to the Service Conduits

THE FOURTH SCHEDULE (Exceptions and Reservations)

EXCEPTING AND RESERVING unto the Vendor and its successors in title for the benefit of the Retained land and each part of it for all purposes connected with the development enjoyment and use thereof:

(1) the free and uninterrupted passage and running of the Services through the Service Conduits now constructed or at any time within the Perpetuity Period to be constructed on through or under the property and free and uninterrupted use of all Service Conduits and all electrical telephone and other wires and cables now constructed or at any time within the perpetuity period to be constructed on through or under the Property

(2) the free right (in common with all others entitled and with or without surveyors agents and workmen) at all times and from time to time upon reasonable prior notice (save in case of emergency) to enter and for so long as is necessary remain upon the property to inspect cleanse lay construct repair replace renew and make connections to and disconnections from the Service Conduits PROVIDED ALWAYS that the person exercising such right or entry shall cause as little inconvenience to the occupier of the property as is practicable in the circumstances and make good as soon as practicable to the reasonable satisfaction of the said occupier any damage caused to the property but not so as to be liable to the said occupier for any disturbance inconvenience or loss of business to it consequential on any proper exercise of the right of entry and the making good of any damage caused to the property

(d) "the Services" shall mean water soil electricity and gas

(e) "the Service Conduits" shall mean the sewers channels drains watercourses pipes wires cables electricity meters pumps fire hydrants sewerage pumping station electricity sub-station building and other service media (if any)

.....
..

(g) "the Perpetuity Period" shall mean the period commencing from the date hereof and enduring for eighty years

(h) "the property" shall mean the land and premises described in the First Schedule

(i) "the Retained land" shall mean the land and premises described in the Second Schedule

THE FIRST SCHEDULE (the Property)

The freehold land together with the factory units thereon forming part of Plot 4, Carlisle Street East Attercliffe Sheffield edged red and coloured pink on the Plan

THE SECOND SCHEDULE (the Retained Land)

All that land now or formerly comprised in Title Number SYK332421"

4 (15.08.1995) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of Plot 4 Carlisle Stret East dated 20 July 1995 made between (1) Sheffield Development Corporation (Vendor) and (2) Parklands Developments Limited (Purchaser):-

"TOGETHER WITH the rights contained in the Third Schedule EXCEPT AND RESERVING to the Vendor and all persons authorised by the Vendor and entitled thereto the rights contained in the Fourth Schedule

A: Property Register continued

THE THIRD SCHEDULE

(the Rights)

The right in common with the Vendor and all others having the like right:-

(1) to the free and uninterrupted passage and running of the Services to and from the Property through the Service Conduits which may now or in the future be laid during the Perpetuity Period in on under or over the Retained land by the Vendor or its successors in title the person exercising this right making good to the Vendor's satisfaction any damage thereby caused

.....
..

(3) of entry upon those parts of the Retained Land not covered by buildings upon giving not less than 14 days notice in writing (or as much notice as practical in case of emergency) for the purposes of laying renewing or making connections to the Service Conduits

THE FOURTH SCHEDULE

(Exceptions and Reservations)

EXCEPTING AND RESERVING Unto the Vendor and its successors in title for the benefit of the Retained Land and each part of it for all purposes connected with the development enjoyment and use thereof:

(1) the free and uninterrupted passage and running of the Services through the service conduits now constructed or at any time within the Perpetuity Period to be constructed on through or under the Property and free and uninterrupted use of all Service Conduits and all electrical telephone and other wires and cables now constructed or at any time within the Perpetuity period to be constructed on through or under the Property

(2) the free right (in common with all others entitled and with or without surveyors agents and workmen) at all times and from time to time upon reasonable prior notice (save in case of emergency) to enter and for so long as is necessary remain upon the Property to inspect cleanse lay construct repair replace renew and make connections to and disconnections from the Service Conduits PROVIDED ALWAYS that the person exercising such right or entry shall cause as little inconvenience to the occupier of the Property as is practicable in the circumstances and make good as soon as practicable to the reasonable satisfaction of the said occupier any damage caused to the property but not so as to be liable to the said occupier for any disturbance inconvenience or loss of business to it consequential on any proper exercise of the right of entry and the making good of any damage caused to the property

.....
..

(d) "the Services" shall mean water soil electricity and gas

(e) "the Service Conduits" shall mean the sewers channels drains watercourses pipes wires cables electricity meters pumps fire hydrants sewerage pumping station electricity sub-station building and other service media (if any)

.....
..

(g) "the Perpetuity Period" shall mean the period commencing from the date hereof and enduring for eighty years

(h) "the Property" shall mean the land and premises described in the First Schedule

A: Property Register continued

(i) "the Retained Land" shall mean the land and premises described in the Second Schedule

.....
..

THE FIRST SCHEDULE

(the Property)

The freehold land together with the factory units thereon forming part of Plot 4, Carlisle Street East Attercliffe Sheffield edged red and coloured pink on the Plan.

THE SECOND SCHEDULE

(the Retained Land)

All that now or formerly comprised in Title Number SYK332421."

- 5 (05.12.1996) The land has the benefit of the following rights granted by a Transfer of the land in this title dated 29 November 1996 made between (1) Sheffield Development Corporation (the Transferor) and (2) Hague Plant Excavations Limited (the Transferee):-

"Together with the right to enter on any part of the adjoining estate road (presently owned by the Transferor) with or without workmen scaffolding and appliances for the purpose of the Transferee undertaking its obligations pursuant to Clause 3 hereof such right to cease and determine on the said estate road becoming a highway maintainable at the public expense

3. The Transferee for itself and its successors in title and other the owner or occupier of the Property or any part of parts thereof hereby covenants with the Transferor and its successors in title and assigns to forever hereafter maintain in good repair to the satisfaction of the Transferor and its successors in title and assigns the existing walls (including their abutments and piers and foundations) and shown hatched black on the Plan."

NOTE: Copy Transfer plan filed.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (05.12.1996) PROPRIETOR: MHH CONTRACTING LTD (Co. Regn. No. 1921630) of Carlisle Street East, Sheffield S4 8DT and of rachel@mhhcontracting.co.uk.
- 2 (05.12.1996) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 3 (24.07.2012) The proprietor's address for service has been changed.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Conveyance of the land edged yellow and numbered 2 and 3 in blue on the filed plan dated 17 June 1919 made between (1) Sheffield Corporation (The Corporation) and (2) John Brown & Company Limited (The Company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

Schedule of restrictive covenants

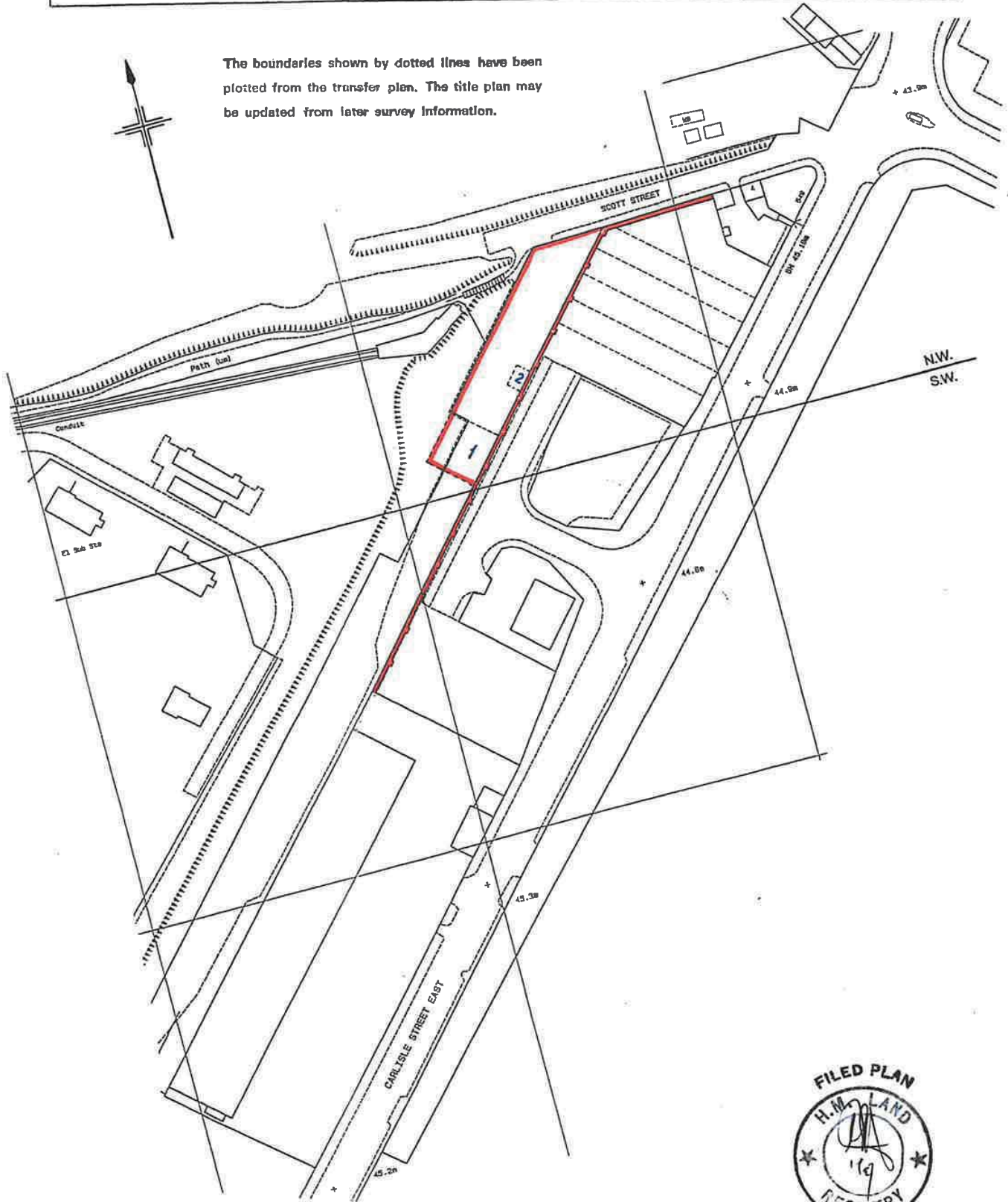
1 The following are details of the covenants contained in the Conveyance dated 17 June 1919 referred to in the Charges Register:-

"The Company for themselves their successors and assigns and with intent to bind all persons in whom the said two pieces of land or either of them shall for the time being be vested hereby covenant with the Corporation their successors and assigns as follows that is to say That the Company (a) will not make any doors windows or openings of any kind whatsoever in any buildings on either of the said two pieces of land except doors or openings communicating with the adjoining premises of the Company and except windows lights and openings in the roofs of the said building for the purpose of light or ventilation (b) will not in respect of either of the said two pieces of land acquire any right of light or way or other easement over any land of the Corporation other than as aforesaid (c) in the event of any land slip or other disturbance of or on any part of the said Recreation Ground will not make any claim against the Corporation their successors or assigns"

End of register

H.M. LAND REGISTRY		TITLE NUMBER	
		SYK 376938	
ORDNANCE SURVEY PLAN REFERENCE	SK 3789	SECTION	Scale 1/1250
COUNTY SOUTH YORKSHIRE	DISTRICT SHEFFIELD		© Crown copyright 1994

The boundaries shown by dotted lines have been plotted from the transfer plan. The title plan may be updated from later survey information.



IN THE CITY OF SHEFFIELD
IN THE COUNTY OF SOUTH YORKSHIRE
HIGHWAYS ACT 1980 - SECTION 116

BEFORE the Magistrates' Court sitting at Castle Street in and for the Sheffield Metropolitan District.

APPLICATION having been made under Section 116 of the Highways Act 1980 that the full length of the all-purpose highway known as SCOTT STREET, commencing at the junction with Carlisle Street East (shown as point A on the Order plan) and continuing for a distance of 105 metres in a westerly direction over a width of 8.9 metres, terminating at the most westerly point (shown as point B on the Order plan), subject to the reservation of a 2 metre wide footpath running along the southern boundary of Scott Street, as shown hatched black on the Plan annexed hereto, should be stopped up on the ground that it is unnecessary.

AND the Court being satisfied that the Applicant has given the Notices required by Part I of the Twelfth Schedule to the Highways Act 1980.

AND the Court having heard the Application.

AND the Court being satisfied that the said area of highway is unnecessary.

IT IS HEREBY ORDERED that the said area of highway be authorised to be stopped up for the purposes of all traffic.

DATED this 7th Day of April, 2016



JUSTICE OF THE PEACE

22

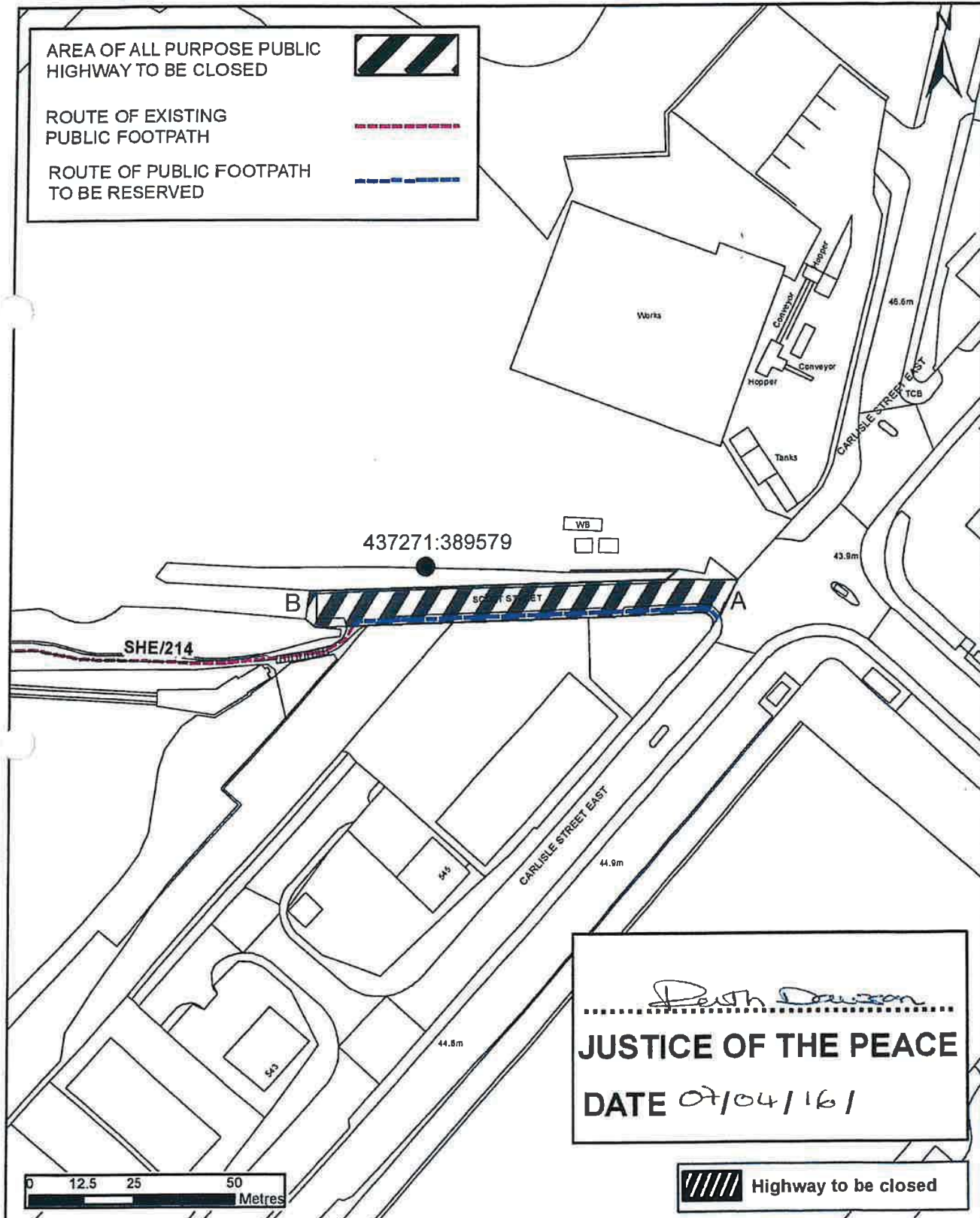


Highway Records
 Regeneration and
 Development Services
 Howden House
 Union Street
 Sheffield
 S1 2SH

**HIGHWAYS ACT 1980 SECTION 116
 PROPOSED CLOSURE OF SCOTT STREET
 IN THE GRIMESTHORPE AREA OF SHEFFIELD**

Scale: 1:1,250

AREA OF ALL PURPOSE PUBLIC HIGHWAY TO BE CLOSED	
ROUTE OF EXISTING PUBLIC FOOTPATH	
ROUTE OF PUBLIC FOOTPATH TO BE RESERVED	



Paul Dawson
 JUSTICE OF THE PEACE
 DATE 07/04/16/

Highway to be closed

23

Traffic & Pedestrian Management Maps



24

IMPORTANT – THIS AFFECTS YOUR PROPERTY

MHH Contracting Limited
Prospect Farm,
Junction of Kirk Edge Road and Burnt Hill Lane,
High Bradfield,
Sheffield,
S6 6LJ

29 November 2023

Ref: Sheffield Cables Replacement Project

Dear MHH Contracting

THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (PITSMOOR-WINCOBANK-TEMPLEBOROUGH 275 KV CABLE REPLACEMENT SCHEME) COMPULSORY PURCHASE ORDER 2023

As you may know, we are planning to replace the existing underground electricity cables between our substations at Pitsmoor, Wincobank and Templeborough after 55 years in service, to ensure that electricity supplies remain secure and reliable for the local area and beyond (the 'Project').

Since we last wrote to you, we have been continuing to engage with all known affected landowners and, where relevant, the occupiers, to discuss the required rights and proposals to deliver the project. Our preference will always be to secure land rights on the basis of voluntary agreement with affected landowners/occupiers, and we would like to thank you for your ongoing assistance throughout this process.

The replacement of these cables is vital to ensure that we are able to continue to provide a secure, resilient and reliable electricity supply to homes and businesses in the Sheffield and Rotherham area. That's why this project is so important and why we need to apply for a Compulsory Purchase Order (CPO) to give certainty that the project can obtain the land rights required across the entire route.

As a result we made a Compulsory Purchase Order on 23 November 2023 (the 'Order').

We have to include all of the land and rights in land we need in the Order, even if voluntary agreements are being negotiated. If negotiations with landowners to agree Heads of Terms are on-going, or where discussions with solicitors to complete the voluntary legal agreements have not completed, we will continue to negotiate in a collaborative and positive manner to conclude a voluntary agreement. Where National Grid has a completed agreement in place, it does not expect to need to rely on the CPO. This is always our preference rather than relying on powers of compulsion.

Our land referencing consultant Bell Ingram LLP recently wrote to all affected parties, to confirm the land interests that are known to us and that may be subject to the Order. **You have been identified as an affected party and therefore we are writing to provide details of the Order and where you can find the Order documents.**

Order Documents

We enclose a notice that the Order has been made.

The Order documents (including the map of the route and the schedule of interests) and a statement of reasons explaining the need for the Order can be found by following the QR code provided or at the website address below:



nationalgrid.com/electricity-transmission/network-and-infrastructure/sheffield-cables

The notice states the locations where a copy of the Order including all plans can be reviewed, and explains your right to object to the Order, to whom the objection should be made and by when. Copies are available on reasonable request made in writing to "Freepost National Grid SHF Cables", by email to sheffieldcable@nationalgrid.com or by telephoning 0808 175 0206.

If you own, lease or occupy land within the Project area, this land will be listed in Table 1 to the Order. If you have other interests within the Project area in land that you do not own, lease or occupy (such as a right of access), this land will be listed in Table 2 to the Order. For convenience, the plots which you have an interest in are listed in an enclosed schedule and shown on the enclosed plan(s) that accompany this letter.

Next steps

The Order will be submitted to the Secretary of State for Energy Security and Net Zero. There is a 36 day objection period commencing on Thursday 30 November 2023 in which any objections may be sent to the Secretary of State.

Any objection to the Order may be made by email to John.McKenna@energysecurity.gov.uk (marked for the attention of Mr. John Mckenna) or alternatively by post to the following address: Mr John Mckenna (on behalf of The Secretary of State for Energy Security and Net Zero), The Department for Energy Security and Net Zero, Energy Infrastructure Planning, Level 3, Orchard 2, 1 Victoria Street, London, SW1A 0ET.

All objections made by email or post must be made before **Friday 05 January 2024**.

Depending on the number and nature of objections received, the Secretary of State may decide to hold an inquiry at which an Inspector will hear evidence from National Grid and any objectors before making a recommendation to the Secretary of State as to whether the CPO should be confirmed.

Separately from the objection process, if you would like to talk to someone about the Order, or if you have questions about the voluntary grant of rights, please contact us for further information at the following locations:

- Tel: 0808 175 0206 (Mon-Fri, 9-5pm, with an answer phone facility outside of these hours)
- Email: sheffieldcable@nationalgrid.com
- Freepost: Freepost National Grid SHF Cables

Yours sincerely,

PP 

Gemma Harvey-Cole

Lead EPC Project Manager
Infrastructure Development & Delivery, VIP & Cables
Encs.

1. Templeborough substation to Wincobank substation
2. Wincobank substation to Pitsmoor substation

The map below shows the new planned cable routes in red.

The cable route

The map below shows the locations of the substations and the new planned cable routes.



How will these works affect me?

The cable replacement work will have no impact on power supplies in the area.

We aim to complete our works with minimal disruption to local communities.

Due to the nature of these works and the route that the cables need to take along both residential roads and key transport corridors, some disruption to the public is unavoidable. We will, however, be doing everything possible to minimise this disruption.

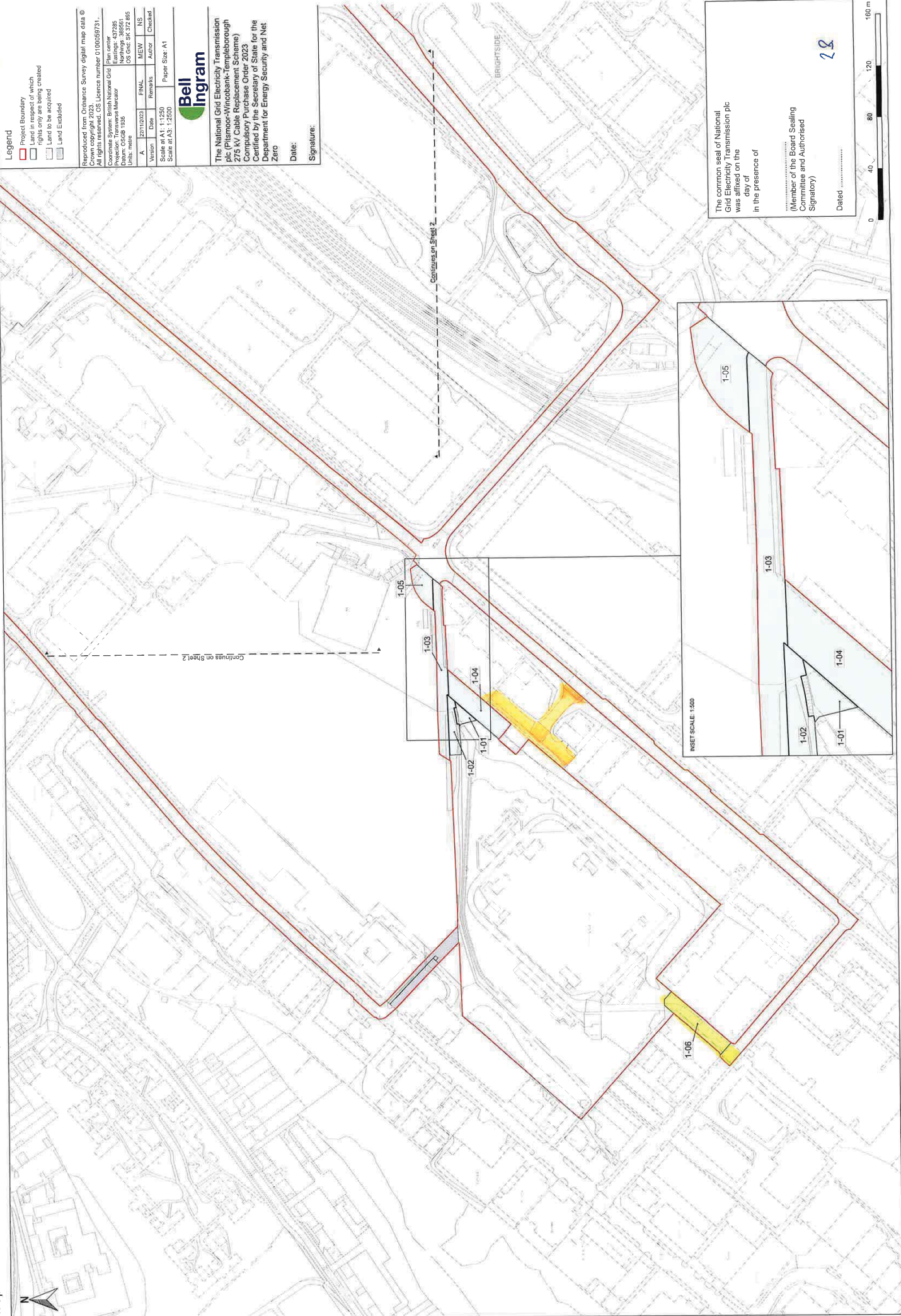
Advance notice of planned work will be provided via road signage and communications sent out to residential and business properties in the affected locations. This will allow people to plan their journeys in advance. Traffic management systems will be in place to manage traffic flows around any lane closures and to put in place diversions if necessary.

Noise, vibration and dust will be closely monitored throughout the construction period to ensure that these are kept to a minimum.

Timescales

We are at a very early stage in the development of the project. Anticipated timescales are set out below:

27



- Legend**
- Project Boundary
 - Land in respect of which rights only are being created
 - Land to be acquired
 - Land Escalated

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 Ordnance Survey is a registered trademark of Ordnance Survey.
 Coordinate System: British National Grid
 Plan centre: 53° 41' 30.0000 Northings, 0° 5' 30.0000 Westings, 386281
 Datum: OSGB 1936
 OS Grid: SK 372 885
 Units: metre

Version	Date	FINAL	MEW	NS
A	22/11/2023			

Remarks: Author: Checked:
 Scale at A1: 1:1250
 Scale at A3: 1:2500
 Project Size: A1



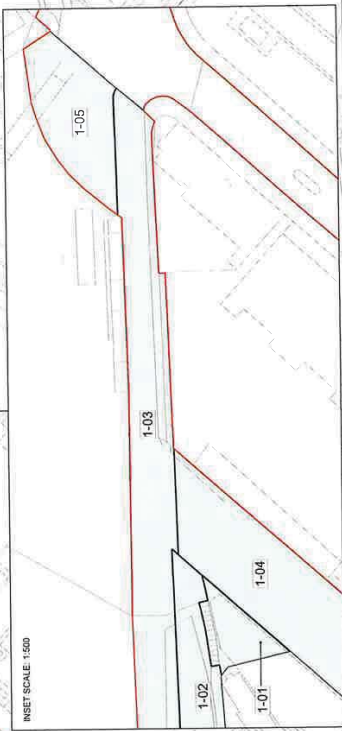
The National Grid Electricity Transmission plc (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order 2023
 Certified by the Secretary of State for the Department for Energy Security and Net Zero

Date: _____
 Signature: _____

The common seal of National Grid Electricity Transmission plc was affixed on the _____ day of _____ in the presence of

(Member of the Board Sealing Committee and Authorised Signatory)

Dated _____ 2023



Robert Tranter
MHH Contracting Limited
Prospect Farm
Junction of Kirk Edge Road and Burnt Hill Lane
High Bradfield
Sheffield
S6 6LJ

08 March 2024

Ref: OBJ8

Your Ref: RIT/CST/NGRID

Dear Robert

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (PITSMOOR-WINCOBANK-TEMPLEBOROUGH
275 KV CABLE REPLACEMENT SCHEME) COMPULSORY PURCHASE ORDER 2023
LAND AT CARLISLE STREET EAST, SHEFFIELD
PLOTS: 1-02, 1-03, 1-04 & 1-05**

We write in response to your letter of objection submitted on 05 January 2024 in relation to the above compulsory purchase order (CPO).

Thank you for taking the time to meet with us on Thursday 25th January 2024 to discuss the project in more detail and highlight the issues that need to be addressed to minimise disturbance to MHH's activities at the Carlisle Street site while the new cables are being installed. We will continue to liaise with you separately regarding these elements of the project, but we wanted to take the opportunity at this stage to respond to the points raised in your letter.

We note that you do not disagree with the purpose of the CPO and raise a number of points regarding consideration of alternative options for the cable route and the manner of implementation. We hope this response will help resolve some of these concerns and we remain hopeful that you can agree to the necessary rights for the project being granted voluntarily.

Project Information

We can confirm that the CPO was made on the 23rd November 2023. Apologies if there was an issue with the information you were able to view on the project website, but we can confirm that the dated CPO documents are available in that location. If you would like copies of any of the documentation to be sent directly then we would be happy to do so.

You are correct that the Statement of Reasons is dated 24th November 2023. This document details the case for the new cables. In particular, National Grid's duty under section 9 of the Electricity Act 1989 which is in place to protect the wider public interest.

Proposed Cable Route

Our proposal is to locate the cable in largely the same location as where the existing cables are currently situated, with the new cables being installed after the existing cables are decommissioned. The proposal is however to vary the route slightly to run straight out to Carlisle Street along the route of the footpath and former highway in order to remove the section that currently runs out across your site entrance and under

the wheel wash area. This should reduce the potential for future interference with the operations of your site.

The other cables that run through MHH's land to the north (towards Petre Street) will be decommissioned and left in situ once the new cables have been installed and are in operation, with no new cables being proposed in that location.

We have prepared and enclose a plan to show the location of the existing cables and the likely location of the proposed cable route within the CPO plots on MHH's land. Hopefully having the cable routes overlaid on this plan allows you to better understand the extent of the cables and the rights required.

However, please note that the route of the new cables should be considered as being indicative only at this stage, as the detailed design work has not yet been completed. The in-line replacement of the cables offers particular engineering challenges, as does the presence of Northern PowerGrid's high voltage cables within close proximity at the same location. For this reason the engineers are still considering the precise routing of the new cables and they may vary from what is shown on the plan albeit will be contained within the boundaries of the CPO plots.

Alternative Location for the Cables

The route for the replacement cables has been given a considerable amount of attention, starting with an initial review by National Grid when the project was first proposed and continuing with recent investigations and the ongoing design process with the appointed contractor. The intention to locate the replacement cable in a similar location to the existing cable has been reached for a range of reasons such as constructability and the presence of other utility equipment.

With regards to the two specific alternatives that you suggested in your letter, these have both been considered and we can provide the following feedback:

- Via Carlisle Court – This has been considered and discounted as a technically feasible option due to the presence of the existing significant retaining wall between the substation and Carlisle Street. If this route was chosen it would require the installation of the cables at significant depth under that part of the retaining wall with also a significant risk of potential impact to the retaining wall. This option would still require work in MHH's land to decommission the cables and would also have impacts on the other users of the land at Carlisle Court.
- Via Garter Street – This has been considered and is a sub-optimal solution as the existing access road, which is unadopted, contains both National Grid and Northern PowerGrid services limiting the available space for installation. Within the substation, the access to the operational land is also limited by the existing Northern PowerGrid building and would require unacceptably tight bends on the cables to access around the existing infrastructure. Additionally, from an operational perspective the site only has one entry and exit and any restrictions imposed by these works could introduce safety and operational risk to the site and supplies. As with the above option, this would still require work in MHH's land to decommission the current cables.

Despite the concerns highlighted above, we have however retained an alternative option to utilise the land at Garter Street should there be any unavoidable engineering issues on the preferred route through MHH's land, such as may be identified during the ground investigation surveys for the project. This alternative route is currently not the preferred route option for the cable.

I hope that the above adequately answers each of the points that you have raised in your objection letter. However, if you need any additional information or would like clarification on any of the points raised, then we would be happy to discuss this further.

In particular, we would appreciate if you can confirm if the responses provided above are sufficient to allow you to withdraw your objection to the CPO. Please let us know if you require any further information to be able to withdraw the objection.

Yours sincerely,



Neal Salomon

Consultant Land Officer
Bell Ingram on behalf of National Grid
Encs.

Extent of Rights Required

Your comments are noted regarding the extent of the rights included within the CPO relative to the existing easement rights.

We do not consider that the rights in the CPO considerably exceed those existing rights and the ones included are necessary for the installation of the proposed cables as well as decommissioning of extant cables.

The extent of the plots in the CPO includes all land expected to be required for permanent rights for the new cables, temporary construction rights and rights to decommission the existing cables. The existing easement in this location already provides National Grid with permanent rights to retain the cables in the land and would also allow National Grid to occupy additional temporary working space as required for any maintenance, repair or decommissioning.

Disruption to the use of the land

Our discussion on site recently was very useful and it is accepted that the location where the cables are proposed to be installed is part of a critical access for MHH to the site. It is National Grid's intention to continue to work with you to manage the interaction of the project with MHH's operations and to minimise any disturbance caused.

A key part of this will be to investigate the options to manage MHH vehicles entering the site. We are reviewing the proposed costings provided for MHH to install a temporary haul road and will respond to you separately regarding this. We will need to arrange for our contractor to verify the costs and I will contact you if we need any additional information as part of this process.

Due to the significant costs associated with the temporary haul road, we will also continue to consider any alternative opportunities to manage the vehicle movements during our works. You advised on site that you are restricted from utilising the alternative site access/egress point to Ruthin Street and one option we would like to explore with the local authority would be to seek an agreement for them to lift this restriction to avoid the need for such an extensive temporary road construction.

If we can reach agreement on the haul road or any alternative vehicle management solution, we would hope that your concerns about the impact on the business can be alleviated.

Manner of Implementation of the CPO

It is our opinion that the rights sought within the CPO are reasonable and that the implementation of the CPO has followed the correct procedures.

Variation to the Existing Easement

We remain committed to negotiating voluntary rights for the project where possible. We have previously issued proposed terms for an option to vary the existing easement and I enclose copies of those terms with the hope that you can consider them further.

Briefly, the terms will allow National Grid to enter onto the land to install the replacement cable and decommission the existing cable. We would then vary the easement to reflect the new location of the cables once the specific as-built location has been confirmed.

Version: 2
Date of Issue: 20/04/2023

Deed of Variation to change the plan attached to an existing agreement in respect of an agreement to lay electric cables at Scott Street, Sheffield.

Confidential and Subject to Contract

1	Date	20/04/2023
2	Grantor(s)	MHH Contracting Ltd, Prospect Farm, Kirk Edge Road, High Bradfield, Sheffield, S6 6LS
3	Grantee	National Grid Electricity Transmission plc, 1-3 Strand, London WC2N 5EH ("NGET")
6	Grantor's Agent	TBC
7	Grantor's Solicitor	TBC
4	Grantor's Land	Land at Scott Street, Sheffield
5	Existing Agreement	Agreement relating to land at Scott Street, Sheffield dated 16 th January 2019 between (1) MHH Contracting Limited and (2) National Grid Electricity Transmission plc registered against title number SYK706.
8	Plan	Drawing Ref: NA396/0107M/NG/EAP/1003 attached to these Heads of Terms.
9	Payment	£1,000 (one thousand pounds) Consideration payable in two instalments as set out below: <ul style="list-style-type: none"> • £500 upon completion of the Option Agreement • £500 upon completion of the Deed of Variation
10	Key terms in the Deed of Variation	The Grantor and the Grantee agree to vary the Existing Agreement as follows: <ol style="list-style-type: none"> (1) The Plans 1 & 2 annexed to the Existing Agreement shall be replaced with updated Easement & Access Plans. (2) The depth at which the equipment authorised by the Existing Agreement shall be laid shall be varied to a depth which is suitable to maintain and protect National Grid's assets, whilst not interfering with the Grantor's assets or use. (3) Ability to amend the Schedule and Definitions to reflect any changes as a result of the works and any decommissioned assets.

11	Option	The grant of the Deed of Variation will be preceded by the grant of an Option which will allow the Grantee to call for the completion of the Deed of Variation within 5 years of the date of completion of the Option.
12	Option Area	All land shaded blue on The Plan required for the temporary construction activities including essential working space.
13	Key terms in the Option	<p>The Grantor and the Grantee agree to the following key terms:</p> <ol style="list-style-type: none"> (1) The Grantee shall have the option to complete the Deed of Variation. (2) The Option shall be exercised by the service of a notice of entry for construction within the Option Period. (3) The Option will contain rights to enter the Grantor's Land for the purposes of construction and associated works and to carry out all works required by the Grantee to construct lay render operational and use the Cable Equipment including without limitation ancillary works of excavation, construction of temporary access roads, to make safe and good any retaining walls or structures, resurfacing, protecting, testing and drainage works including any de-watering works until completion of the Deed of Variation. (4) Completion of the Deed of Variation will take place once the infrastructure has been constructed and the as built plans showing the route of the cable are available. (5) The Option contains an irrevocable power of attorney clause appointing the Grantee as attorney to execute the Deed of Variation. This is to ensure that the variation is completed. (6) The Option will contain some obligations on the Grantor in relation to the Option Area. During the Option Period the Grantor is not to carry out activities within the Option Area that may prejudice or interfere with the rights to be acquired by the Grantee, unless they have prior written consent of the Grantee (not to be unreasonably withheld). These activities include but are not limited to, construction of any buildings, development of land for any purpose other than the existing agricultural use, land drainage works, tree or hedgerow planting, excavations, installation of roads or access tracks, installation of dykes, ditches or hard boundaries, piling, installation of renewable energy technology and any other work which would constitute development of the land forming the Option Area. (7) The Grantor will not make any objection in respect of any planning application or Compulsory Purchase Order application which is submitted by the Grantee, and will use all reasonable endeavours to assist the Grantee, where required, in obtaining any relevant permission. (8) In the event of a disposal of the Grantor's Land the Grantor will grant the Grantee a deed of covenant in the form attached to the Option Agreement. This obligation will be protected by a restriction on the register of title of the Grantor's Land or as a land charge.

Version: 2
Date of Issue: 20/04/2023

		(9) The Option will contain a licence for the Grantee on prior notice to enter the Grantor's Land for the purposes of undertaking reasonable surveys and measures.
14	Compensation	The Grantee will be responsible for compensating the Grantor in accordance with the provisions of the Electricity Act 1989, for all reasonable disturbance and costs incurred as a direct result of the project. This will include time incurred clearing part of the site at National Grid's request or costs associated with constructing a temporary haul road.
15	Grantor's Professional costs	On exchange of the Option, the Grantee shall pay to the Grantor the Grantor's reasonable and proper professional fees in accordance with National Grid's "Payment of Surveyors Fees" document.
16	Grantor's Solicitors costs	On exchange of the Option, the Grantee shall pay to the Grantor the Grantor's reasonable and proper legal fees in relation to the negotiation and exchange of the Option and Deed of Variation.

Signed

Date:

For and behalf of Grantor

Signed

Date:

For and behalf of Grantee



nationalgrid

Sheffield Cables Replacement

MHH Contracting Limited

Option Plan

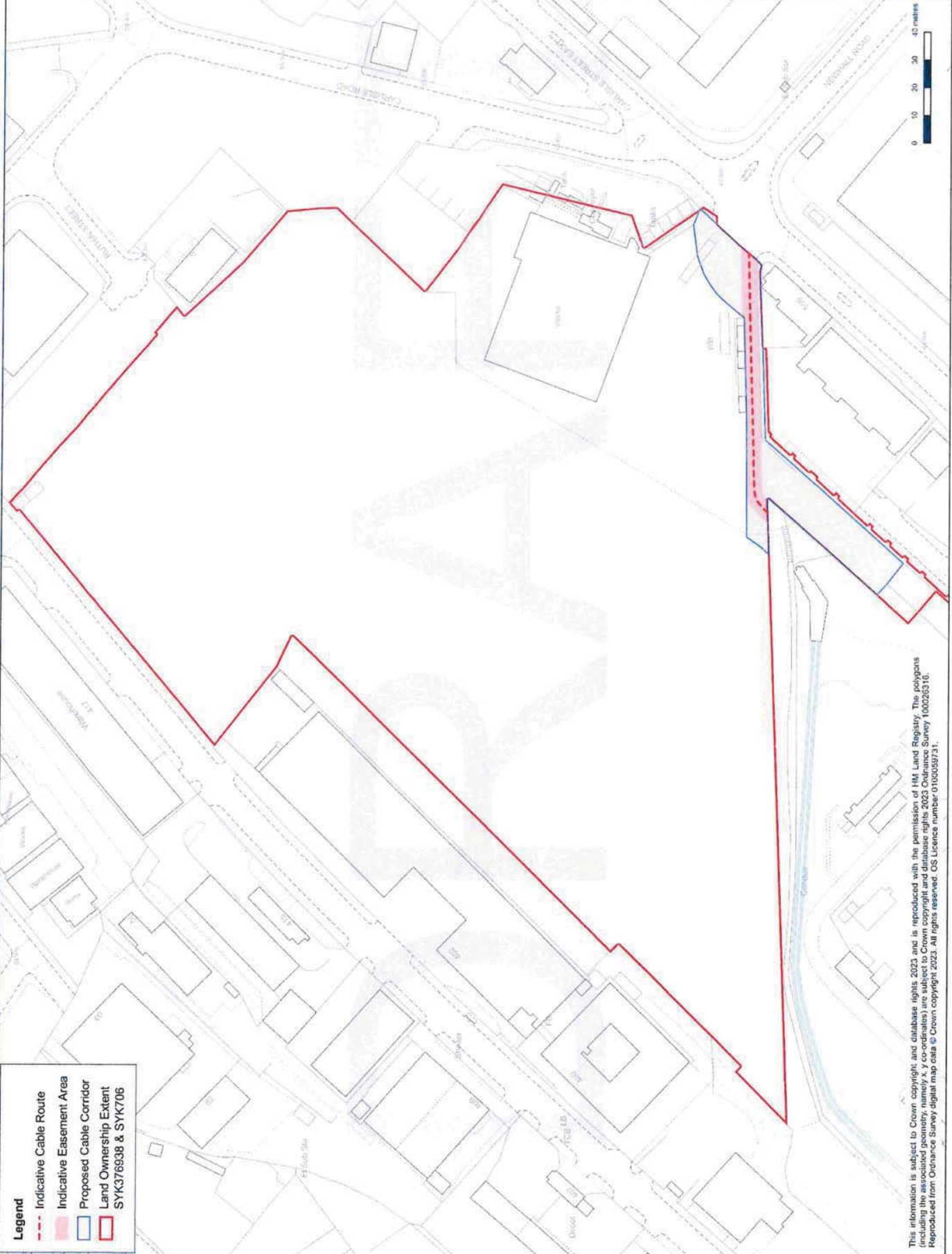
BI Ref: NAS06107M
Rev: 1
NG-OP-1003

Drawn by: MEW
Date: 04/04/2023
Scale at A3: 1:1,250
OS Grid Ref: SK 372 896

This plan is the property of Bell Ingram LLP and is prepared on the condition that it is not copied, reproduced or disclosed in any unauthorised person without prior written consent.

Bell Ingram

One, The Quadrant, South Park, Leeds, LS10 2JF
01753 621231 | bell@bell-gram.co.uk
www.bell-gram.co.uk



Legend

- Indicative Cable Route
- Indicative Easement Area
- Proposed Cable Corridor
- Land Ownership Extent SYK376938 & SYK706

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OBJ9
Mr J. M. Windle

Grace Billings

From: Mckenna, John (Energy Security) <John.McKenna@energysecurity.gov.uk>
Sent: 12 January 2024 09:17
To: Jonathan Bower; Grace Billings
Subject: FW: objection to purchase of plot 1-06

Follow Up Flag: Follow up
Flag Status: Completed

Morning,

Can we now regard this objection as OBJ9.

Thanks.



Department for
Energy Security
& Net Zero

John McKenna
Head of Network Planning team
Energy Infrastructure Planning Delivery Team
Energy Development
Tel: 07920 150 513
John.McKenna@energysecurity.gov.uk
3-8 Whitehall Place

From: Jeffrey Martyn Windle <[REDACTED]>
Sent: Tuesday, December 5, 2023 10:14 AM
To: john.mckenna@energysecurity.gov.uk; Mckenna, John (Energy Security) <John.McKenna@energysecurity.gov.uk>; johnmckenna@energysecurity.gov.uk
Subject: Fw: objection to purchase of plot 1-06

----- Forwarded message -----

From: Jeffrey Martyn Windle <[REDACTED]>
To: johnmckenna@energysecurity.gov.uk <johnmckenna@energysecurity.gov.uk>
Sent: Thursday, 30 November 2023 at 13:17:25 GMT
Subject: objection to purchase of plot 1-06

i am writing to object to the purchase of the land off garter street sheffield, by sheffield cable , which i have used since 1995 & have a containers vehicles skips & the entrance to my company, (commercial vehicle repair) .also part of the land is owned as part of my building & not part of this plot as marked out by national grid.(os licence number [REDACTED])as this the access in to my building for the vehicle coming for repair.i have no objection to them from coming across the land with there cables but i do wish to continue to us this land as part of my business. at no point did they tell me that they are trying to take this land & stop my use of it, as i would have applied for ownership my self as it has been fenced of for 10yr plus & used by me from1995 with no objection from anyone over the years.
yours

Mr JM Windle

08 March 2024

Ref: OBJ9

Dear Mr Windle

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (PITSMOOR-WINCOBANK-TEMPLEBOROUGH
275 KV CABLE REPLACEMENT SCHEME) COMPULSORY PURCHASE ORDER 2023
LAND AT GARTER STREET, SHEFFIELD
PLOTS: 1-06**

We write in response to your objection submitted by email on 30 November 2023 in relation to the above compulsory purchase order (CPO).

As discussed when we met at your property in December 2023 and over our recent email correspondence, the CPO will not provide National Grid with the power to purchase and own the land off Garter Street, which has been included within the CPO. It is included only in respect of new rights for National Grid in addition to any existing rights they may have.

The area included within the CPO (plot 1-06) is currently used as an access to National Grid's Pitsmoor Substation as well as being used for storing vehicles, skips and other equipment as part of your business. It is noted that your objection is not against National Grid crossing the land or laying cables, but instead is an objection against the prospect of National Grid purchasing the land. The CPO would not allow National Grid to purchase this land.

The project intends to replace the existing cables at the opposite side of the substation with new cables and would require no construction within the land in question. However, we have included the rights in the CPO as there may be an engineering reason why the cables cannot be installed in their existing location and may need to be situated along the access to the substation from Garter Street. If this is the case, we will liaise with you about maintaining access to your property throughout any temporary period of cable installation, but National Grid would still not seek (or be entitled) to purchase the land pursuant to the CPO.

I hope that the above adequately answers your concern about the CPO. However, if you need any additional information then we would be happy to discuss this further. In particular, we would appreciate if you can confirm that you would be willing to withdraw your objection to the CPO as National Grid will not be purchasing the land. Please let us know if you require any further information to be able to withdraw the objection.

Yours sincerely,



Neal Salomon

Consultant Land Officer
Bell Ingram on behalf of National Grid

OBJ10
South Yorkshire Mayoral Combined
Authority (SYMCA)

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (PITSMOOR-WINCOBANK-
TEMPLEBOROUGH 275 KV REPLACEMENT SCHEME) COMPULSORY PURCHASE ORDER 2023 ("the
Order)**

**OBJECTION OF SOUTH YORKSHIRE MAYORAL COMBINED AUTHORITY ("SYMCA") CONCERNING
PLOTS 5-01, 5-01a, 5-04, 5-19, 5-24 AND 5-40**

Objections are made on the following basis;

Plots 5-01 and 5-01a

SYMCA is the freehold owner of this land which comprises a public footpath that gives access from Tyler Street to the railway station at Meadowhall and an area of well-established scrub land. There is an existing legal easement between SYMCA and the promoter of the Order which enables decommissioning of existing cables and the ability to either remove the cables or retain the decommissioned cables in situ. The promoter has advised, however, depending on how the design of the project proceeds and the extent to which the adjoining cables through the operational railway land are removed, that there may be a requirement to instal cable drainage pits at certain locations.

Negotiations are now progressing to vary the existing easement to allow the flexibility for this requirement, and potentially to undertake additional works to facilitate the removal of the cables. If terms are agreed to vary the rights voluntarily, then the objection relating to these plots will be withdrawn once the variation of easement has been completed.

Plot 5-04

SYMCA is occupier of part of this land which comprises land which is part of the rail station car park area. SYMCA is currently consulting Network Rail to ensure that all operational interests are suitably protected and is awaiting a response. If the outcome of those discussions is satisfactory this objection will be withdrawn.

Plots 5-19, 5-24 and 5-40

These plots include land occupied by SYMCA and is land either upon which the South Yorkshire Supertram system operates or where it is in close proximity to that operation.

SYMCA is now in discussion with the promoter to ensure that the operation, safety and integrity of the tram system is sufficiently protected both during the proposed construction phase and in the future with regards access and maintenance.

The South Yorkshire Supertram system is operated on behalf of SYMCA by South Yorkshire Supertram Limited (SYSL), trading as Stagecoach Supertram. SYSL have specific requirements for parties working on or close to the tram system which must be followed; this ensures the works can be completed in a safe manner, avoiding risks to both the party carrying out the works and users of the tram system. The promoter will need to agree to follow such processes outlined by SYSL and any future operator during the construction period and into the future with regards access, maintenance and renewal/decommissioning. If suitable assurances and/or terms can be agreed voluntarily then this objection can be withdrawn.



SIGNED ON 20TH DECEMBER 2023 BY LORRAINE GANDY
(SENIOR SOLICITOR, SOUTH YORKSHIRE MAYORAL COMBINED AUTHORITY)

OBJ11
Forged Solutions Group

Grace Billings

From: Mckenna, John (Energy Security) <John.McKenna@energysecurity.gov.uk>
Sent: 12 January 2024 09:21
To: Jonathan Bower; Grace Billings
Subject: FW: Sheffield Cables Replacement Project
Attachments: National grid.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi,

Can we now regard this as OBJ11.

Thanks.



Department for
Energy Security
& Net Zero

John McKenna
Head of Network Planning team
Energy Infrastructure Planning Delivery Team
Energy Development
Tel: 07920 150 513
John.McKenna@energysecurity.gov.uk
3-8 Whitehall Place

From: Baguley, Peter <Peter.Baguley@forged-solutions.com>
Sent: Thursday, January 4, 2024 4:32 PM
To: Mckenna, John (Energy Security) <John.McKenna@energysecurity.gov.uk>
Subject: Sheffield Cables Replacement Project

For The Attention of Mr John McKenna
In reponse to the attached document.

We would like to put in a holding objection to ensure any work carried out on the land is mutually agreed by private treaty.

From the provisional scope we have some concerns over the suggested works.

Regards,

Peter Baguley | Procurement Operations Manager



Forged Solutions Group Ltd

Meadowhall Road | Sheffield | South Yorkshire | S9 1HD | UK

Office: +44 (0) 114 219 3116 | Mobile: +44 (0) 770 282 6251 | Email: peter.baguley@forged-solutions.com

www.forgedsolutionsgroup.com

Peter Baguley
Forged Solutions
Meadowhall Road
Sheffield
S9 1HD

16 April 2024

Ref: OBJ11

Dear Peter

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (PITSMOOR-WINCOBANK-TEMPLEBOROUGH
275 KV CABLE REPLACEMENT SCHEME) COMPULSORY PURCHASE ORDER 2023
LAND AT MEADOWHALL ROAD
PLOTS: 5-11, 5-12, 5-14**

Further to our recent correspondence and telephone conversation, we write in response to your objection submitted by email on 04 January 2024 in relation to the above compulsory purchase order (CPO).

We can confirm that it is National Grid's preference to secure the rights for the decommissioning works by mutual agreement. We have proposed that this can be achieved by a variation to the existing easement, or a replacement of that easement and our recent email provided these proposed terms.

It is appreciated that you would like to discuss any proposed amendment to the easement terms with the legal advisors for Forged Solutions. As discussed, National Grid will reimburse your solicitor's reasonable costs associated with this work and we will request that National Grid's solicitor contacts them directly to commence these discussions as soon as you are able to provide contact details.

As you are aware, the existing cables running through the land will be decommissioned and the replacement cables will be installed along a different route on alternative land not owned by Forged Solutions. The precise details of the decommissioning activities are still being confirmed, therefore it would be useful to meet at your earliest convenience so that any remaining concerns you may have can be considered when developing the detailed design of the scheme.

I hope that the above adequately answers your concerns about the CPO. However, if you need any additional information then we would be happy to discuss this further. Please let us know if you require any further specific information to be able to withdraw the objection.

Yours sincerely,



Neal Salomon

Consultant Land Officer
Bell Ingram on behalf of National Grid

Tel: 07709 412176
Email: neal.salomon@bellingham.co.uk

Planning Services, City Futures Department

Chief Planning Officer: Michael Johnson
Howden House • 1 Union Street • Sheffield • S1 2SH

Tel: 0114 273 4556
E-mail: lucy.bond@sheffield.gov.uk
Website: www.sheffield.gov.uk



16 March 2023

Barton Wilmore (now Stantec)
The Pearl
New Bridge Street
Newcastle
NE1 8AQ

FAO: Michelle Robinson

Dear Michelle,

Request for Screening Opinion under the Town and Country Planning (Environmental Impact Assessment) Regulations 2017 (as amended in 2018 and 2020)

Our reference: 23/00628/EIA

EIA (Environmental Impact Assessment) Screening opinion request for replacement cables and associated development

Electricity Cables Between Wincobank And Templeborough Substations, Via Newhall Road, Brightside Lane, Meadowhall Road, River Don, St Lawrence Road And Highgate

This letter represents a formal Screening Opinion by Sheffield City Council (SCC) under Regulation 6 of the Town and Country Planning (Environmental Impact Assessment) Regulations 2017 (as amended in 2018 and 2020). A Screening Opinion is a written statement of the opinion of the relevant planning authority as to whether the development is EIA development. This opinion is issued in response to your Screening Request, including all documents supplied, which were published on the Council's website on 23 and 24 February 2023.

Location and Proposal

The proposal relates to three below ground cables which pass beneath various sites within the urban area of Sheffield, extending to a small area which is within the jurisdiction of Rotherham Metropolitan Borough Council.

It is understood that the oil filled cables were commission in 1968 and are coming to the end of their life. National Grid Electricity Transmission plc are looking to decommission electricity cables between substations at Pitsmoor, Wincobank and Templeborough and to install new cables between Pitsmoor and Templeborough substations.

The transmission cables are known as 'the Sheffield Ring' and follow the railway track from Brightside Junction to the A6109, following the road down to the River Don crossing. Here there are two cable bridges which pass over the River Don and the Sheffield and Tinsley Canal. The cable then continues north-east along Sheffield Road. The cable diverts south-east at Ferrars Road towards Templeborough substation. Apart from where the cables cross the river and the canal they are located underground.

Screening

The development does not fall within the definition of 'Schedule 1 development'.

The development is not listed as 'Schedule 2 development' as described in Regulation 2(1) of the 2017 EIA Regulations. However, given the scale of the proposal it could be considered to fall within section 10 Infrastructure projects (b) urban development projects.

The relevant threshold is (i) development which includes more than 1 hectare of urban development which is not dwellinghouse development.

The site is not within a sensitive area or particularly close to such an area as defined in the EIA regulations, passing through residential, commercial and industrial land.

When screening Schedule 2 projects the Local Planning Authority is obliged to consider the selection criteria in Schedule 3 of the EIA Regulations, which includes:

- The characteristics of the development;
- Location of the development (with regard to specific matters which have to be considered in relation to the environmental sensitivity of geographical areas likely to be affected by the development); and
- Type and characteristics of the potential impact.

The NPPG provides further advice on EIA screening. A set of indicative thresholds and criteria have been produced to aid local planning authorities to determine whether a project is likely to have significant environmental effects. The guidance also gives an indication of the types of impact that are most likely to be significant for specific types of development. However, each development is considered on its own merits. The guidance makes it clear that developments above the indicative threshold should not be presumed to always require assessment, or those falling below could never give rise to significant effects, especially where the development is in an environmentally sensitive location.

The comprehensive EIA Impact Assessment Screening Report (February 2023) that has been submitted sets out that the development would have no significant

environmental impacts upon natural resources. Trenches would need to be dug to remove / replace sections of cable; however, these would be backfilled (and any contaminated material that is encountered would be removed and disposed of properly). Where encountered, trees would be protected as far as is practical using approved methods. A section of cabling would pass beneath the River Don and would also run alongside the river for a distance of 20 metres.

Once the development has taken place the land will appear little different with the original topography re-instated. The construction of the development and its operational phase are not expected to have any unusual environmental impacts on the use of natural resources.

It is acknowledged that there may be a degree of waste created through the course of the development and, during construction, there is the possibility that pollution (through construction vehicles), noise, dust, vibrations and general disturbance may be likely to occur; however, the development will be phased and managed through the implementation of a CEMP (Constructional Environmental Management Plan). Oil from the decommissioned cables will be disposed of in a responsible manner; again, covered by a CEMP.

The development is within Flood Zones 1, 2 and 3. A flood risk note has been prepared. It is considered to be unlikely that ground water will impact upon the operation of the development. Surface water and foul water will be managed through a CEMP during the construction phase of the development.

The site is within the City-wide Air Quality Management Area (AQMA). A Construction Traffic Management Plan would be implemented and this alongside the CEMP would seek to limit air pollution.

The scheme is not considered to affect the setting of any designated or non-designated heritage assets or scheduled ancient monuments once completed. Whilst the site runs between two listed structures on Brightside Lane, associated with the Forgemasters steelworks complex (Vickers Building and Roadside Wall), a Heritage Statement has been submitted which appropriately records and references these assets and notes that work needs to be undertaken with caution to ensure that there are no physical impacts on these buildings during the construction phase. Other listed buildings are separated from the route by intervening uses such that no impacts on these assets are envisaged. It is confirmed in the Statement that further consultation with South Yorkshire Archaeology Service will also be undertaken to ascertain the need for any more extensive archaeological investigation along the route, although this is considered unlikely. On this basis it is concluded that the heritage impacts in this case are not significant.

There is no reason to conclude that there would be a significant change or increase in the risks associated with the development. The development is not identified as a major hazard and does not lie within the consultation zone of any major hazards.

The most significant risks to health are from noise, air quality and contamination, through the spillage of oil from the decommissioned pipes. These can be adequately dealt with through a CEMP. Any impacts would be localised and for a short period of

time and the Impact Assessment sets out that the hours that the operations would be carried out would be limited.

It is not expected that the cumulative impacts with other permitted development within the locality of the site would have significant environmental effects.

Conclusion

Based on the evidence available it is concluded that the proposed impacts are likely to be localised and the effect would not be significant in EIA terms. An Environmental Statement is therefore not required.

The development would not require planning permission, being permitted development, as set out under Schedule 2, Part 15, Class B of the Town and Country Planning (General Permitted Development Order) 2015 (Development by statutory undertakers for the generation, transmission, distribution or supply of electricity for the purposes of their undertaking).

I can confirm that I have the delegated authority to issue this opinion.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Lucy Bond', followed by a period.

Lucy Bond
Central Area and Major Projects Team Leader

Planning Services, City Futures Department

Chief Planning Officer: Michael Johnson
Howden House • 1 Union Street • Sheffield • S1 2SH

Tel: 0114 205 2998

E-mail: Michael.eaglestone@sheffield.gov.uk

Website: www.sheffield.gov.uk



24 November 2023

Stantec
Rotterdam House
116 Quayside
Newcastle
NE1 3DY

FAO: Michelle Robinson

Dear Michelle,

Request for Screening Opinion under the Town and Country Planning (Environmental Impact Assessment) Regulations 2017 (as amended)

Our reference: 23/03573/EIA

EIA (Environmental Impact Assessment) Screening opinion request for replacement cables and associated development

Electricity Cables Between Wincobank And Templeborough Substations, Via Newhall Road, Brightside Lane, Meadowhall Road, River Don, St Lawrence Road And Highgate

This letter represents a formal Screening Opinion by Sheffield City Council (SCC) under Regulation 6 of the Town and Country Planning (Environmental Impact Assessment) Regulations 2017 (as amended). A Screening Opinion is a written statement of the opinion of the relevant planning authority as to whether the development is EIA development. This opinion is issued in response to your Screening Request, including all documents supplied, which were published on the Council's website on 23 and 24 February 2023.

Previous Screening Opinion

The Council previously adopted a screening opinion for the same project (but with a different cable route) on 16 March 2023, confirming that the development was not EIA development. This further screening request has been submitted following further detailed design work which has resulted in changes to the cable route. Five

parts of the proposed route are affected; however the primary change relates to the easternmost part of route where the proposed new cable location has moved close to the rear gardens of properties on Ferrars Road (although a significant stand off would still be retained). Through this further screening request the applicant is seeking confirmation that the revised scheme is still not EIA development.

Location and Proposal

The project is a National Grid project with Stantec acting on their behalf. The proposal is essentially to remove and replace a series of life expired existing underground electricity transmission cables connecting to 3 sub-stations between Sheffield and Rotherham. The new cables would run along a different alignment but would connect to the same substations.

The works would take place within the existing heavily urbanised Don Valley area, with the route running through commercial, industrial and residential areas. The proposed works would be undertaken in stages (with potentially multiple stages underway simultaneously) and would primarily (but not exclusively) affect land under the existing public highway, which would be managed through street works permits. The project is expected to start in May 2024 and to be completed in early 2027.

The applicant considers the works to be Permitted Development under Part 15 Class B of the General Permitted Development Order (GPDO) (as amended) and is not therefore intending to apply for planning permission for the works. This is subject to confirmation being provided that the works do not constitute EIA development – EIA applications do not benefit from Permitted Development rights. The majority of the works would take place within the administrative boundary of Sheffield City Council (with a small part in Rotherham) and therefore the applicant has submitted the Screening Request to SCC. Further details are included below:

Existing Cables

The existing cables to be removed comprise three below ground 275kilovolt (kV) transmission electricity cables which form part of what is known as the 'Sheffield Ring'. The cables are Pirelli 275kV oil filled, lead sheathed cables, commissioned in 1968. The applicant has advised that the cables have an anticipated lifetime of 50 years, with a maximum of 80 years.

The current route (west to east) follows the railway track from Brightside Junction to the A6109, where it diverts south east following the alignment of the road down to the River Don crossing. At this point, the cable passes over two existing cable bridges, one across the River Don and the other across the Sheffield and Tinsley Canal, before continuing north east along Sheffield Road. It diverts south east at Ferrars Road, towards Templeborough substation.

Cable Removal Works

Prior to the works commencing a construction compound would be established on open land adjacent to a steel works opposite Magna on Sheffield Road within the Rotherham administrative boundary. The existing cables would be excavated, with

the excavation spoil stored, managed and tested on-site and re-used to backfill the excavations where possible. Oil will be purged out of the existing cables and stored in double lined skips for disposal. The purged cables will then be re-buried. The existing cable bridges of the River Don and Sheffield and Tinsley Canal will also be dismantled and removed.

Replacement Cable Works

The applicant has indicated that the trenches required to lay the new cables would be typically 1.2m deep and 750mm wide and would be mainly within the public highway. The new electricity cables would be laid within the trenches and connected to the Wincobank and Pitsmoor substations and Wincobank and Templeborough substations. Horizontal directional drilled (HDD) cables would be drilled under the River Don and Sheffield and Tinsley Canal to allow underground cable connection beneath these watercourses instead of the previous bridges. There would also be some minor above ground works for the cable connections including the installation of above ground link pillars (kiosks) at joint bays on the new cable routes.

The applicant has provided plans and a narrative description of the proposed new cable route, which starts at the existing electricity sub-station located in the Wood Hill district north of Carlisle Street East. The cable will then run south along Newhall Road until the junction with the A6109 Brightside Lane where the cable route will then follow Brightside Lane in an easterly direction for approximately 1.3km at which point the road heads north before turning east again on the A6019 Meadowhall Road. The cable route continues on Meadowhall Road for a further approximate 1.3km. Where Meadowhall Road meets Alsing Road (north of Meadowhall Shopping centre and south of Meadowhall rail Interchange) the cable route continues east along Alsing Road until the M1 flyover. At this point the cable route turns south at ground level under the M1 viaduct or follows an alternative route across land at the Meadowhall staff car park until it meets Blackburn Meadows Way. At Blackburn Meadows Way the cable route turns east and follows Blackburn Meadows Way on its northern side for approximately 620m where the route passes under the River Don and proceeds south crossing the A6178 Sheffield Road into St Lawrence Road where the route continues south to Highgate, a distance of approximately 650m, the route follows Highgate to the east connecting with PRoW SHE/452 and then turns south and then east to connect with the electricity substation east of Chapel Flat Dike.

Screening

The development does not fall within the definition of 'Schedule 1 development'.

The development is not specifically listed as 'Schedule 2 development' as described in Regulation 2(1) of the 2017 EIA Regulations. However, given the scale of the proposal it could be considered to fall within section 10 Infrastructure projects (b) urban development projects.

The relevant threshold is (i) development which includes more than 1 hectare of urban development which is not dwellinghouse development.

The site is not within a sensitive area or particularly close to such an area as defined in the EIA regulations, passing through residential, commercial and industrial land.

When screening Schedule 2 projects the Local Planning Authority is obliged to consider the selection criteria in Schedule 3 of the EIA Regulations, which includes:

- The characteristics of the development;
- Location of the development (with regard to specific matters which have to be considered in relation to the environmental sensitivity of geographical areas likely to be affected by the development); and
- Type and characteristics of the potential impact.

The NPPG provides further advice on EIA screening. A set of indicative thresholds and criteria have been produced to aid local planning authorities to determine whether a project is likely to have significant environmental effects. The guidance also gives an indication of the types of impact that are most likely to be significant for specific types of development. However, each development is considered on its own merits. The guidance makes it clear that developments above the indicative threshold should not be presumed to always require assessment, or those falling below could never give rise to significant effects, especially where the development is in an environmentally sensitive location.

The EIA Impact Assessment Screening Report (November 2023) that has been submitted assesses that the development would have no significant environmental impacts upon natural resources. Trenches would need to be dug to remove / replace sections of cable; however, these would be backfilled (and any contaminated material that is encountered would be removed and disposed of properly). The above ground development would be largely limited to small electrical equipment kiosks which would be likely to have minimal impact and are routine items of highway furniture which would be controlled to some extent by the Council as highways authority.

The applicant advises that, where encountered, trees would be protected as far as is practical using approved methods. Any loss of street trees/ replacement planting could be controlled through the street works permit and all protected trees would require further consent to work on or remove. A section of cabling would pass beneath the River Don; however the river and riparian zone will be protected through the use of underground HDD 20m from the watercourse. Once the development has taken place the land is likely to appear little different with the original topography re-instated.

Given the nature and extent of the proposed works and the fact that much of the affected land is within the highway or existing urbanised areas it is considered that there is no reasonable basis to conclude that the construction of the development and its operational phase would have any unusual or severe environmental impacts or an excessive use of natural resources.

It is acknowledged that there may be a degree of waste created through the course of the development and, during construction, there is the possibility that pollution (through construction vehicles), noise, dust, vibrations and general disturbance may occur. However the applicant states that the development will be phased and managed through the implementation of a CEMP (Constructional Environmental Management Plan). The applicant further explains how oil from the decommissioned cables will be disposed of in a responsible manner; again, covered by a CEMP. This would also be subject to relevant environmental controls and regulations.

The development is within Flood Zones 1, 2 and 3. Flood risk has been considered within the Screening Report. The assessment is that it is unlikely that ground water will impact upon the operation of the development (with some limited de-watering likely to be required for the HDD). Surface water and foul water are proposed to be locally managed through a CEMP during the construction phase of the development. There is considered to be no reason to suspect the impact of the development upon the water environment would be significant in the context of the EIA Regulations.

The site is within the City-wide Air Quality Management Area (AQMA). A Construction Traffic Management Plan would be implemented and this alongside the CEMP would seek to limit air pollution. The project would undoubtedly lead to air quality emissions due to dust and fumes from construction activities and construction traffic and this impact would take place over the considerable duration of the project. However the construction work would largely take place within urban locations which are not particularly sensitive in terms of proximity to human and environmental receptors and would be limited to manageable work areas undertaken progressively. Where works would take place near to residential communities mitigation is proposed in terms of environmental controls managed through the CEMP. There is considered to be no reason to suspect the impact of the development upon air quality would be significant in the context of the EIA Regulations.

The scheme would not significantly affect the setting of any designated or undesignated heritage asset or scheduled ancient monuments once completed. Whilst the site runs between two listed structures on Brightside Lane, associated with the Forgemasters steelworks complex (Vickers Building and Roadside Wall), the applicant has indicated that work in these areas will be undertaken with caution to ensure that there are no physical impacts on these buildings during the construction phase. There will be no significant impact post completion. Other listed buildings are separated from the route by intervening uses such that no impacts on these assets are envisaged. The applicant has indicated that they will watch for archaeological features during the dig and liaise with South Yorkshire Archaeology Service if any such features are encountered. There is considered to be no reason to suspect the impact of the development upon heritage assets would be significant in the context of the EIA Regulations

There is no reason to conclude that there would be a significant change or increase in the major accident risks associated with the development. The development is not

identified as a major hazard and does not lie within the consultation zone of any major hazards.

The most significant risks to health are from noise, air quality and contamination, through the spillage of oil from the decommissioned pipes. These can be adequately dealt with through a CEMP. Any impacts would be localised and not of a scale, duration, magnitude or complexity which would ordinarily be considered to require Environmental Impact Assessment. Equally, although several major development projects are consented near the route (including the extension of Meadowhall and the River Don District scheme) and this is one of the key areas for employment growth proposed within The Sheffield Plan, there is no evidence to suggest that the impacts of the proposed re-cabling works would interact with or exacerbate the impacts of any other planned or approved development projects within the relevant area to any significant degree.

Conclusion

Based on the evidence available it is concluded that the impacts of the proposed development are likely to be localised and the environmental effects of the project would not be significant in EIA terms. An Environmental Statement is therefore not required and the development is not EIA development in the opinion of the Local Planning Authority.

The development would not require planning permission, being permitted development, as set out under Schedule 2, Part 15, Class B of the Town and Country Planning (General Permitted Development Order) 2015 (Development by statutory undertakers for the generation, transmission, distribution or supply of electricity for the purposes of their undertaking).

I can confirm that I have the delegated authority to issue this opinion.

Yours sincerely

Sarah Hull

City Centre and Major Projects Team Manager
Development Management